



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

July Term

~ Minutes ~

Monday, August 22, 2016

8:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Kay Brown	County Clerk	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Cheryl Mitchell.

Commissioner Weter entertained a motion to approve the agenda for August 22nd, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:55 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Cheryl Mitchell.

Commissioner Weter said the minutes for July 25th, 2016, were reviewed and substantially correct.

Commissioner Weter entertained a motion to approve the minutes for July 25, 2016.

RESULT:	ADOPTED [2 TO 0]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Bill Barnett, Sue Ann Childers
ABSTAIN:	Ray Weter

Motion/Vote -

Approve the August 4th, 2016 Minutes

The meeting was attended by Cheryl Mitchell.

Commissioner Weter said the minutes for August 4th, 2016, were reviewed and substantially correct.

Commissioner Weter entertained a motion to approve the minutes for August 4th, 2016.

RESULT:	ADOPTED [2 TO 0]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Bill Barnett, Sue Ann Childers
ABSTAIN:	Ray Weter

Motion/Vote -

Approve the August 8th, 2016 Minutes

The meeting was attended by Cheryl Mitchell.

Commissioner Weter said the minutes for August 8th, 2016, were reviewed and substantially correct.

Commissioner Weter entertained a motion to approve the minutes for August 8th, 2016.

RESULT:	ADOPTED [2 TO 0]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Bill Barnett, Sue Ann Childers
ABSTAIN:	Ray Weter

Motion/Vote -

Approve the August 11th, 2016 Minutes

The meeting was attended by Cheryl Mitchell.

Commissioner Weter said the minutes for August 11th, 2016, were reviewed and substantially correct.

Commissioner Weter entertained a motion to approve the minutes for August 11th, 2016.

RESULT:	ADOPTED [2 TO 0]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Bill Barnett, Sue Ann Childers
ABSTAIN:	Ray Weter

Motion/Vote -

Approve the August 15th, 2016 Minutes

The meeting was attended by Cheryl Mitchell.

Commissioner Weter said the minutes for August 15th, 2016, were reviewed and substantially correct.

Commissioner Weter entertained a motion to approve the minutes for August 15th, 2016.

RESULT:	ADOPTED [2 TO 0]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Bill Barnett, Sue Ann Childers
ABSTAIN:	Ray Weter

Motion/Vote -

Approve Crt. Ord. 08-22-2016-01

The meeting was attended by Cheryl Mitchell.

Commissioner Weter said we have Court Order # 08-22-2016-01 for CART funds in the amount of \$ 129,461.59 to be distributed to the following: Common 1 Road District- \$ 38,411.25; Common 2 Road District- \$ 36,236.30; County Bridge \$19,419.24 and to the various political subdivisions.

Commissioner Weter entertained a motion to approve Court Order # 08-22-2016-01, for CART funds to be distributed to the various political subdivisions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:00 AM Kay Brown-Christian County Clerk

Report - Quarterly Report

The meeting was attended by Cheryl Mitchell and Phil Amtower EMA Director.

The County Commission met with County Clerk Kay Brown for the July quarterly report of the Clerk's Office.

Commissioner Weter entertained a motion to approve the July quarterly report submitted by County Clerk Kay Brown.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:30 AM Brad Hall and Brent Johnson-Sonic

Discussion - Closed Session-Real Estate 610.021 Subsection 2

The meeting was attended by Cheryl Mitchell and Sonic owners Brad Hall and Brent Johnson.

Commissioner Weter entertained a motion to go into closed session.

ROLL CALL VOTE: Presiding Commissioner Weter (Yes); Eastern Commissioner Childers (Yes); Western Commissioner Barnett (Yes).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:45 AM Brad Hall and Brent Johnson-Sonic

Discussion - 3133 : Adjourn From Closed Session-Real Estate 610.021 Subsection 2

The County Commission made no decision.

Presiding Commissioner Weter entertained a motion to adjourn from closed session.

ROLL CALL VOTE: Presiding Commissioner Ray Weter voted (Yes), Eastern Commissioner Sue Ann Childers (Yes), Western Commissioner Bill Barnett.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:00 AM Miranda Beadles-Highway Engineer

Discussion - Cypress Road Emergency Procurement

The meeting was attended by Cheryl Mitchell and Miranda Beadles County Road Engineer.

The County Commission met with Miranda Beadles to discuss a emergency procurement for the Cypress Road.

Miranda Beadles said she is requesting the approval of the Commission to hire Mrotek as a contractor to assist with the Cypress Road project. Miranda Beadles said this is an emergency procurement due to safety concerns for the school buses, fire trucks and ambulances that need to cross the road. Miranda Beadles said they have been working with Palmerton and Parrish, Incorporated to conduct a geo-technical investigation by doing soil borings. Ms. Beadles said the first call concerning Cypress Road came before the 4th of July. Miranda Beadles said this project needs to be completed as soon as possible to avoid further loss of the road and right of way.

Miranda Beadles said from the geo-technical information they will excavate the road to find two solid rock shelves and place a concrete mat over that and build the road on top of the concrete and it will act as an underground bridge. Ms. Beadles said the price of the repair is estimated to cost between 50 to 100,000.00. Ms. Beadles estimates the repair to be in the range of 40,000.00 to 50,000.00 dollars. Ms. Beadles said that will be a permanent fix to the sink hole but they will continue to check it once a year. Ms. Beadles said she would like to request authorization to do the repair for \$50,000.00 and if it exceeds that amount, she would return to the Commission for additional funding. Ms. Beadles said she needs the emergency procurement to explain why it doesn't have to go out to bid. Ms. Beadles said this would be a permanent fix for Cypress Road.

Commissioner Weter entertained a motion to approve authorize the highway dept to expend a maximum of \$ 50,000.00 as an emergency procurement to repair Cyprus Road.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:15 AM Todd Wiesehan-Planning and Development

Discussion - Storage Building Rental Discussion

Attendees: Cheryl Mitchell, Richard Teague and Todd Wiesehan John Housley and Hosea Bilyeu.

The County Commission met with Richard Teague and Todd Wiesehan to discuss renting a storage building to be used at the new Christian County Resource Center.

Todd Wiesehan said the storage building is needed to have a place for all the cabinets and other fixtures that need to be removed to renovate the new building. Mr. Wiesehan said to rent a storage space is \$ 100.00- \$ 125.00 per month. Mr. Wiesehan said he spoke with Richard Teague about having an outdoor building to house the mower, and other equipment to maintain the property. Mr. Wiesehan said he also spoke with Phil Amtower and he also needs space to store his sand bags for future use. Mr. Wiesehan said it could be better to purchase a 10 by 15 foot storage building as a temporary solution until a more permanent decision is made.

Commissioner Barnett said he thought it was a good idea because we will are going to have one anyway.

Richard Teague said the storage building would be located in the back of the building and would use two to three parking spaces. Mr. Teague estimates the cost to range from \$ 2,500 to \$ 4,000.00.

Todd Wiesehan said they are looking for authorization to proceed with obtaining a portable building.

Commissioner Weter said this is an expense due to the expansion and may be reimbursed from the sale tax levy. Commissioner Weter told them to keep a record of the expenses and what they are used for and will consider reimbursing this amount from the sales tax.

Commissioner Ray Weter entertained a motion authorize the purchase of a portable storage building to accommodate the need and not to exceed \$ 4,500.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 11:00 AM

Recess Until 2:00 p.m.

Commissioner Weter entertained a motion to go into recess until 2:00 p.m. for the next scheduled meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 2:00 PM Brad Cole-Christian County Sheriff

Discussion - 3134 : Reconvene From Recess

Attendees: Cheryl Mitchell, Julia Maples and Lyndall Spencer.

Commissioner Weter entertained a motion to reconvene from recess.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 2:00 PM Brad Cole-Christian County Sheriff

Discussion - Destruction of Records

Attendees: Cheryl Mitchell, Julia Maples and Lyndall Spencer.

The County Commission met with Julia Maples and Captain Lyndall Spencer from the Sheriff's Department to review and approve the list of destruction of records.

Commissioner Weter entertained a motion to approve the Sheriff's destruction of records.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 2:15 PM Brad Cole-Christian County Sheriff

Discussion - Merchant Credit/Processing Agreement Discussion

Attendees: Cheryl Mitchell, Julia Maples and Capt. Lyndall Spencer.

The County Commission met with Julia Maples and Captain Lyndall Spencer from the Sheriff's Department to discuss a credit processing agreement.

Julia Maples said Lisa McGhee gave the Sheriff and staff a presentation of Worldpay program. In addition, they were also considering Heartland Payment Services. Ms. Maples both companies offer the same product but Worldpay charges a \$3.00 fee per transaction and Heartland does not charge for their services. Ms. Maples said the Sheriff's Department will not receive any revenue from this service, it is merely a convenience for the citizens. Ms. Maples said the money goes directly to Heartland.

Commissioner Bill Barnett said he appreciates the Sheriff's Department making this available to our citizens.

Commissioner Ray Weter entertained a motion to approve the contract proposal between Christian County Heartland Payment Systems, Christian County and the Sheriff's Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

III. Adjournment

The meeting was closed at 2:30 PM

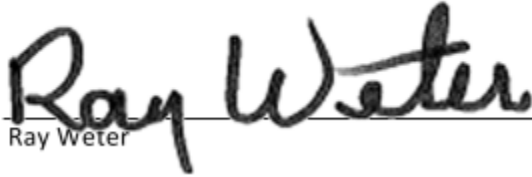
Adjourn at 2:30p.m.

Motion/Vote -

Motion

Commissioner Ray Weter entertained a motion to adjourn.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

CERTIFIED COURT ORDER 08-22-2016-01

RECEIVED
NR
AUG 19 2016
1:34 PM
KAY BROWN
COUNTY CLERK

The Treasurer is hereby ordered to pay the following:

August 2016 Cart

July 2016 Term

RECEIPT: 26911				
DATE: August 19, 2016				
AMOUNT RECEIVED		295-420-221	129,461.59	Check #
BRIDGE		15.00%	19,419.24	
	ROAD MILES			
COMMON 1	297.51	29.67%	38,411.25	
COMMON 2	280.69	27.99%	36,236.30	
BILLINGS SPECIAL	103.25	10.30%	13,334.54	
GARRISON SPECIAL	24	2.39%	3,094.13	
OZARK SPECIAL	102.97	10.27%	13,295.71	
SELMORE SPECIAL	27.5	2.74%	3,547.25	
SOUTH SPARTA SPECIAL	11.1	1.11%	1,437.02	
STONESHIRE SPECIAL	5.3	0.53%	686.15	
TOTAL ROADS	852.32	100.00%	110,042.35	
TOTAL BRIDGE			19,419.24	
TOTAL DISBURSED			129,461.59	

Ray Weter
Presiding Commissioner Ray Weter

Bill Barnett
Western Commissioner Bill Barnett

Sue Ann Childers
Eastern Commissioner Sue A. Childers

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 22nd day of August, 2016.

Kay Brown
Kay Brown, Clerk of the County Commission

Attachment: Crt. Ord. 08-22-2016-01 (3130 : Approve Minutes and Financials)

JULY 2016 QUARTERLY REPORT

- * Preparation for the 2016 August Primary
- * Served 16,282 voters = 29.69%
- * Processed the lists of Felons, Incapacitated, Deaths.
- * Numerous voter address changes processed
- * Numerous new voters registrations processed
- * Filing all new cards and change of address cards
- * 922 Absentees processed
- * 92 notaries
- * 81 ATV Licenses
- * 4 Auctioneer Licenses
- * 20 Public Service Requests
- * 3 -4 Sunshine Requests
- * Held 6 training classes for Election Judges
- * checked all unextended valuations from the Assessor
- * Mailed all the unextended valuations to all political subdivisions
- * Prepared the Local and State RR & Utility Book
- * Prepared the Form 40 and Form 11 which is a checks and balance report for STC
- * Prepare for County Levy Hearing for G.R.
- * Prepared Statement of Monthly Collections for STC
- * Prepared the Assessor's Quarterly Report
- * Served as Secretary to the Board of Equalization
- * Prepared Letters and minutes of the Board of Equalization
- * Did the minutes for the County Commission
- * Gathered and Prepared documents for the Stonehollow Obligation Bonds
- * * Prepared 46 Levy Hearing Notices
- * Scanned and emailed 46 Pro-Formas
- * Peparing for November 2016 Election
- * Stamped and folded 500 of the 1,000 self-addressed envelopes for Nov. 2016
- * Trained and swore in 4 Voter Registrars
- * Preparing for the November 2016 Election
- * Possible Polling Place Changes

August 10, 2016

To: Christian County Sheriff Brad Cole
 Christian County Presiding Commissioner Ray Weter
 Christian County Western Commissioner Bill Barnett
 Christian County Eastern Commissioner Sue Ann Childers

Re: Destruction of Sheriff's Office Records exceeding the Retention Schedule set by the Secretary of State, Jason Kinder.

To the Commission:

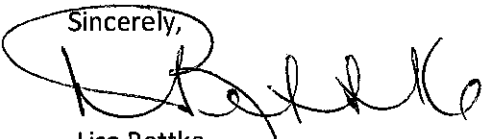
I, Lisa Rettke, the designated Records Custodian for the Christian County Sheriff's Office am hereby requesting that the following records and/or record series to be destroyed by the way of shredding by October 30, 2016. I am requesting that each of you sign off on this request and also that it be included in the next Christian County Commission Meeting minutes, as per Missouri Revised Statute Chapter 109, and the Retention Schedule version of August 2015.

Sheriff Records:

1. GS 011-Accounts Receivable (Receipts/Inmate Transport Reimbursement) to include the years of January 1, 2010 through December 31, 2010.
2. GS 011-Accounts Receivable (Receipts/Inmate Transport Reimbursement) to include the years of January 1, 2011 through December 31, 2011.
3. GS 011-Accounts Receivable (Receipts/Inmate Transport Reimbursement) to include the years of January 1, 2012 through December 31, 2012.
4. GS 011-Accounts Receivable (Receipts/Inmate Transport Reimbursement) to include the years of January 1, 2013 through December 31, 2013.
5. GS 011-Accounts Receivable (Receipts/Inmate Transport Reimbursement) to include the years of January 1, 2014 through December 31, 2014.
6. Sheriff Records Retention Schedule SHF 001, 1995 Incident Reports with the exception of report for the 1995 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
7. Sheriff Records Retention Schedule SHF 001, 1996 Incident Reports with the exception of report for the 1996 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
8. Sheriff Records Retention Schedule SHF 001, 2001 Incident Reports with the exception of report for the 2001 Murder, rape in the first degree, forcible rape, attempted rape in the first

- degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
9. Sheriff Records Retention Schedule SHF 001, 2002 Incident Reports with the exception of report for the 2002 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
 10. Sheriff Records Retention Schedule SHF 001, 2003 Incident Reports with the exception of report for the 2003 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
 11. Sheriff Records Retention Schedule SHF 001, 2004 Incident Reports with the exception of report for the 2004 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
 12. Sheriff Records Retention Schedule SHF 001, 2008 Incident Reports with the exception of report for the 2008 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
 13. Sheriff Records Retention Schedule SHF 001, 2009 Incident Reports with the exception of report for the 2009 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1
 14. Sheriff Records Retention Schedule SHF 001, 2010 Incident Reports with the exception of report for the 2010 Murder, rape in the first degree, forcible rape, attempted rape in the first degree, attempted forcible rape, sodomy in the first degree, forcible sodomy, attempted sodomy in the first degree, attempted forcible sodomy, or any other Class "A" felony that may be commenced at any time. This according to RSMo., 556.036.1

A copy of the latest version of the General Retention Schedule and Sheriff Records Retention Schedule (Version August 2015), are hereby attached.

Sincerely,


Lisa Rettke
 Custodian of Records
 For Sheriff Brad Cole

Signatures of Officials page three (3)

Attachment: Records Destruction Aug 22 2016 (3134 : Destruction of Records)

By signing below, we acknowledge the request and grant permission to destroy the above listed documents.

Brad Cole
Sheriff Brad Cole

8-22-16
Date

Ray Weter
Presiding Commissioner Ray Weter

08/22/2016
Date

Bill Barnett
Western Commissioner Bill Barnett

8-22-16
Date

Sue Ann Childers
Eastern Commissioner Sue Ann Childers

8-22-16
Date

Kay Brown
Attest-Kay Brown Clerk of the County Commission

Aug, 22, 2016
Date

Attachment: Records Destruction Aug 22 2016 (3134 : Destruction of Records)

[Faint, illegible handwritten or stamped text]

Local Records Retention Schedules

Missouri Revised Statutes Chapter 109 (Public and Business Records) Section 255 authorizes the Local Records Board to establish minimum retention periods for the administrative, fiscal and legal records created by local governments.

Retention and disposition of records that are common to many offices are included in the General Schedule. Records unique to particular offices are addressed in individual office schedules.

December 2015

Sheriff Records Retention Schedule

See also the General Records Retention Schedule.

Using this Records Retention Schedule

Every day local government offices throughout Missouri produce records that document the rights of citizens, the actions of the government that serves them and the history of the community in which they live. It is the responsibility of local government to effectively maintain and manage these records and to ensure the continued preservation of those records of essential evidence that have enduring and permanent value.

The introduction to this retention schedule provides local government officials with basic information on records and the application of retention schedules.

What Is a Record?

A "record" is defined as any "document, book, paper, photograph, map, sound recording or other material, regardless of physical form or characteristics, made or received pursuant to law or in connection with the transaction of official business" (109.210(5) RSMo). This definition includes those records created, used and maintained in electronic form.

Non-Records

Even though records include a broad spectrum of recorded information, not all recorded information is a record. According to Section 109.210(5) RSMo, the following are not records: "...Library and museum material made or acquired and preserved solely for reference or exhibition purposes, extra copies of documents preserved only for convenience of reference, and stocks of publications and of processed documents are not included within the definition of records..."

Other examples of non-records include the following materials:

- Identical copies of documents maintained in the same file.
- Extra copies of printed or processed materials (official copies of which are retained by the office of record).
- Superseded manuals and other directives (maintained outside the office of record).
- Materials documenting employee fringe activities (blood donors, charitable funds, social and professional meetings, etc.)
- Work papers and drafts of reports or correspondence. Transcribed stenographic materials.
- Blank forms.
- Materials received from other activities that require no action (official copies of which are retained by the office of record).
- Catalogs, trade journals and other publications or papers received from government agencies, commercial firms or private institutions that require no action and are not part of an action case record.
- Survey forms.

Non-records do not require retention scheduling or destruction authorization or reporting. To control excessive accumulation, it is necessary to keep only current, useful materials and to destroy non-records immediately after needs have been satisfied. Avoid filing non-record material with records.

The Value of Local Government Records

Some records, because of their enduring administrative, fiscal, legal or historical value, should be permanently retained. These records require that special care and consideration be given to their storage conditions and the feasibility of preservation microfilming. Examples of permanent records include year-end reports; minutes; property records such as deeds; and birth, death and marriage records.

Most records do not have values that warrant their permanent preservation. Those records with short-term value should, upon reaching end of the retention period, be destroyed.

Statutory Authority for Establishing Records Retention Requirements

In 1965, the Missouri General Assembly established a State Records Commission to approve retentions for records produced by state agencies. In 1972, Missouri's Business and Public Records Law (Chapter 109) was expanded to include local government. Thus, the Missouri Local Records Board was established to set retention times for local government records. The 16-member board, chaired by the Secretary of State, consists of local government officials from all classes of counties and cities, elementary and secondary education, higher education and a person active in historical society groups.

Supplemental to the Local Records Board, the Records Management and Archives Service of the Secretary of State's office provides assistance to local governments and implements board policy.

Application of the Records Retention Schedule

This schedule establishes minimum retention periods and authorizes dispositions for many of the administrative, fiscal and legal records common to most local governments. Retention periods are based upon federal and state mandates, record surveys, business needs, and general knowledge as to how long records should be kept. Using the schedule as a guide and without seeking further approval from the Local Records Board, any local government may regularly dispose of any of its records that appear on this schedule. The schedule is subject to the following exceptions and limitations:

- A. Local government offices may retain any of their records beyond the retention periods set by the schedule, as they deem necessary. The schedule establishes only a minimum period of retention. Before retaining a record longer than the minimum time required, however, the office should be certain that it has good reason to do so. Unnecessary retention of records can be expensive in space and filing equipment and may expose the office to costly litigation and discovery requirements.
- B. This schedule does not relieve local governments of retention requirements mandated by other state and federal statutes and regulations. When such an obligation does exist, then the longer retention period takes precedence.
- C. This schedule generally reflects audit requirements in its prescribed retention periods, but audits are not always completed in a timely fashion. Therefore, any record required for an audit must be retained until completion of that audit, regardless of its stated retention period in the schedule.
- D. This schedule does not authorize destruction of records that could be deemed relevant to current or pending litigation.

Retention and disposition of records that are common to many offices are included in the General Schedule. Records unique to particular offices are addressed in individual office schedules. All schedules are available on the Secretary of State's website at <http://www.sos.mo.gov/archives/localrecs/schedules>

Destruction of Records

The records classification and retention periods in this manual constitute legal authority for retention and disposal of official records. No records can be destroyed until they meet the minimum retention period listed in this manual. In cases where there is no schedule for a particular record series, the Local Records Board must grant permission for the destruction.

The disposition of records should be recorded in a document such as the minutes of the city council or other legally constituted authority that has permanent record status. The record should include the description and quantity of each record series disposed of, manner of destruction, inclusive dates covered and the date on which destruction was accomplished.

The retention schedule does not prescribe the method of destruction (shredding, burning, landfills, etc.), however, record series with a disposition of *Destroy securely* contain confidential data. These records should be destroyed under the supervision of a competent person(s) designated (or appointed) to ensure that no records fall into unauthorized hands and that the data cannot be reconstructed.

When records, open or confidential, have been destroyed by decay, vermin, fire, water or other means making their remains illegible, the custodian of records may dispose of the remains after verification and documentation by the Local Records Program, Office of the Secretary of State.

Preservation of Permanent Records

A fundamental, yet often neglected obligation of local government is to care for its permanent records-in this case, some of the records that it generates and receives. The records that have been identified as permanent require special handling and storage if they are to be preserved. The continuous interaction between a record's medium-paper, magnetic tape, film, etc. -and the quality of the environment in which it is kept-temperature, humidity, light, and air-determines the severity and rate of its deterioration.

By microfilming older, deteriorating, but permanently valuable records, local governments can generate durable copies for research and prevent further damage or deterioration of the original. When filmed, processed, and maintained to archival specifications, the master negative will ensure that permanently valuable records are preserved for generations to come.

The Missouri Local Records Grant program can provide financial assistance in the form of grants-in-aid to supplement local funds for preservation initiatives, such as archival supplies, shelving and preservation microfilming.

A Note about Electronic Records

Permanent records existing solely in electronic form are in danger of becoming inaccessible through media decay and hardware/software obsolescence. Periodic migration and transfer of permanent records to stable preservation media, such as microfilm, should be considered as a best practice for local government to fulfill its statutory responsibility to maintain permanent records.

A Note about Retention Periods

This schedule provides minimum retentions. Local authorities may choose to keep a particular series or record for a longer period of time. It should be kept in mind, however, that a record kept beyond its listed retention must be made available for inspection upon request.

Retention Definitions:

COA=Completion of Audit. Note that COA is coupled with a lot of 5-year entries to help encourage regular audits. Not all jurisdictions are required to have audits by statute. Audits for some municipalities are governed by the level of federal financing for bonds and public improvements, and thus are governed by federal retentions. Most municipalities are governed by their local authority (alderman, council, mayor, etc.) for auditing policy. Local jurisdictions may consult RSMo 29 to review the State Auditor's chapter for petition audits (see RSMo 250 for large capital projects such as bonds for water and sewer). For general auditing explanations and advice we recommend that clerks contact the State Auditor's office at 573.751.4213.

DCA=Destroy in Current Area/Reference. Series with these retentions are considered "reference" records and may be destroyed when they are no longer of use.

Modifications and Additions

Because records reflect activities that are constantly changing, the retention requirements for them sometimes require revision as well. Consequently, records retention and disposition schedules often need modification or additions in order to be realistic and effective. Furthermore, because local governments are so large, it is impractical to consult with every office regarding specific schedule entries. There may be some retention periods and disposition requirements within this schedule that fail to account for all relevant factors and there may be

some important record series not addressed here which need to be added. The Local Records Program welcomes all comments and suggestions concerned with improvement of record retention schedules through modifications and additions.

For further information on any records management or preservation issue, please contact:

Missouri Secretary of State
Local Records Preservation Program
PO Box 1747, Jefferson City, MO 65101-1747
Telephone: (573) 751-9047
local.records@sos.mo.gov

Sheriff Records Retention Schedule

See also the General Records Retention Schedule.

Note: Any record in this schedule that becomes part of an investigative file/report will assume the retention requirements of the investigative file. Do not destroy record pertinent to active investigation/prosecutions

SHF 001

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Incident Report/File

Offense Report; Police Report; Investigative Report; Supplemental Report; Case File; Robbery Photo File; Citations; Tickets; Controlled Substance Test Report

Documents an alleged violation of law or ordinance

Date, time, location, description of incident; who, what, when, where and how of an incident; All investigative materials related to incident; Evidence Sheet

If case is filed, retain until final disposition; If no charges are filed: Class A felony, Permanent; Other felony, 3 years; Sex crime involving minor, 30 years after victim reaches 18; Misdemeanor, 1 year; Infraction, 6 months

If Permanent, Archive; all others, Destroy

Retentions based on statute of limitations, see RSMo 556.036-037

August 25, 2009; Revised December 21, 2011

SHF 002

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Non-Criminal Incident Report/File

Lost Property, Found Property, False Alarm, Private Property Accident, Civil Situation, Tow sheets, Abandoned Vehicle Tows, Motorist Assist

Documents an incident that is not criminal in nature, but may be a requirement of insurance or other industry

Date, time, location, description of incident; who, what when where and how of an incident; Evidence Sheet

1 Year

Destroy

August 20, 2008

SHF 003

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Accident Report/File

Crash Report

Documents accident on public property or highway

Date, time, location, description of incident; who, what when where and how of an incident; Evidence Sheet

7 Years--felony case; 5 Years all others

Destroy

August 20, 2008

SHF 004

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Missing Person/Runaway Report

Juvenile Missing, Juvenile Runaway

Documents report of missing person or runaway

Date, time, location, description of incident; who, what when where and how of an

Person not found, Permanent; Person located safe, 1 Year; Person located deceased,

not suspicious, 1 Year; Person located deceased, suspicious, retain until resolved

Destroy

August 25, 2009

SHF 005

Also Called:
Function:
Content:
Retention:
Disposition:
Note:

Approval Date:

Messages/Teletypes

911 printouts, MULES Messages, Weather Reports
 Interdepartmental messages between jurisdictions

Reference
 Destroy

Refer to NCIC Operations Manual and MULES Policy and Procedures Manual for current regulations
 August 25, 2009; Revised August 20, 2013

SHF 006

Also Called:
Function:
Content:
Retention:
Disposition:
Note:

Approval Date:

Arrest Records

Arrest Log, Arrest Files, Arrest Register, Arrest Register ID, Fingerprints, Booking Sheet
 Document arrest

Name, d.o.b., Social Security Number, Address, Phone Number, cause of arrest
 5 Years

Destroy Securely

Fingerprints are normally sent to Highway Patrol Central Repository; if copies are kept locally, they are merely reference
 August 25, 2009

SHF 007

Also Called:
Function:
Content:
Retention:
Disposition:
Note:

Approval Date:

Orders of Protection/Full Orders

Ex-Parte
 Court orders of protection

Reference
 Destroy

Court keeps original copy 12 years
 August 20, 2008

SHF 008

Also Called:
Function:
Content:
Retention:
Disposition:
Note:

Approval Date:

Racial Profiling Statistics

1 Year after submission to the Attorney General
 Destroy

August 25, 2009

SHF 009

Also Called:
Function:
Content:
Retention:
Disposition:
Note:

Approval Date:

Audio/Video Recordings

Car Audio/Video recording; Booking Surveillance; Surveillance; Body Camera video

30 Days--Evaluate*

*Managers should extract significant information that may impact criminal or major case investigation prior to deleting video/re-using the tape. Extracted video must be retained until administrative/judicial proceedings are complete. This retention does not apply to interrogation videos which are by their nature evidentiary and should be part of the investigative files—See SHF 001

August 25, 2009; Revised August 23, 2011; Updated December 1, 2015

SHF 010

Also Called:
Function:
Content:
Retention:
Disposition:
Note:

Approval Date:

Outstanding Warrants

Bench Warrants; Fugitive Files; out-of-jurisdiction files

Class A Felony, 75 years; Class B Felony, 3 years; Misdemeanor, 1 year
 Destroy

May destroy immediately if recalled by the court
 August 20, 2008

SHF 011*Also Called:**Function:**Content:**Retention:**Retention Change:**Disposition:**Note:**Approval Date:***Conceal Carry Permits**

6 Years from issue or Renewal; Denied applications, 1 year

Destroy

August 24, 2010; Revised August 25, 2015

SHF 012*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***General Log of Jail Activities**

Details when cell blocks are checked, when prisoners are transported, etc.; see RSMo 516.120

5 Years

Destroy

2005

SHF 013*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Inmate files**

Prisoner File, Inmate Education File, Inmate Medical and Social Services File

Includes incarceration, medical history, personal property files, inmate finance account record, confinement orders, personal history, etc.

5 Years after release; financial files, COA

Destroy

2005

SHF 014*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Jail Record Ledger Book**

Completion of Audit

Destroy

2005

SHF 015*Also Called:**Function:**Content:**Retention:**Retention Change:**Disposition:**Note:**Approval Date:***Jail Visitor logs**

May contain: medical care given prisoners, mail sent and received by prisoners, 5 Years*

Destroy

*For inmate phone and video conferencing records, see--General Records Retention Schedule, GS 016 Telecommunications Log

2005; Revised August 25, 2015

SHF 016*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Record of Prisoners Delivered to Department of Corrections**

Completion of Audit

Destroy

includes Fulton Diagnostic Center

2005

SHF 017*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Garnishments, Sequestrations, and Executions**

Ledger of garnishments and sequestrations served, monies collected and disbursements to the courts; Copies of Garnishments Served with record of money received and disbursed; copies of Sequestrations served; Garnishment and Sequestration ledger; Month end tally of money in escrow, not yet returnable; General Executions from Courts; General Execution Sale

Financial records related to garnishments, sequestrations or executions

Completion of Audit

Destroy

2005

SHF 018*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Daily Prisoner Report**

1 Year

Destroy

2005

SHF 019*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Jury Records**

Jury list

Completion of Audit

Destroy

2005

SHF 020*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Fees**

Log of Civil fees for Service; Log of Criminal fees for Service; Record of fees for housing prisoners; Record of fees received from U.S. Marshal for Housing Federal Prisoners; Record of Bonds Collected; Record of Witness Fees Paid; Record of Restitution Collected and Disbursed

Completion of Audit

Destroy

2005

SHF 021*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Warrant/Subpoena Records**

log of warrants; log of subpoenas

date received, date served, by whom

Completion of Audit

Destroy

2005

SHF 022

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Entry Sheets
Warrants entered

1 Year
 Destroy

2005

SHF 023

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Sex Offender Registry
Missouri Offender Registry

75 Years
 Destroy Securely
 Per RSMo 589.400.2 and RSMo 589.410, this record is maintained at, both, the state and local level. See also SHF 043 Sex Offender Registry—Source Material
 August 25, 2009

SHF 024

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Felon Registration

Record of Parolees in jurisdiction
 Offender information; offense; address; employment information; referring agency
 Until released from probation/parole
 Destroy Securely
 Per RSMo 217.695 this record is maintained by the Department of Corrections and the Chief Law Enforcement officer of the county/city not within a county
 August 25, 2009

SHF 025

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Logs

Desk Books; Activity Logs; Car Logs; Daily Logs; Officer Logs; P.M. Appointments;
 Watchman File-Printout; Commander Book; Holdover Inspection; Complaint Numbers
 Log; Unsecure Building Report; Standby Book/list/notification; Case Assignment Book
 Record of daily, weekly or monthly activities
 Date, time, activity, care number, officer DSN
 5 years or completion of audit
 Destroy

August 25, 2009

SHF 026

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Subpoenas

Order for Sheriff records or personnel to attend court proceedings
 1 year from court date
 Destroy

August 25, 2009

SHF 027

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Information Received, Confidential

Tip line; CrimeStoppers; Information Received; Intelligence Files; Preliminary Complaint
 Record of information received

1 year
 Destroy
 If information proves pertinent to an investigation, then it becomes part of the investigative file and assumes that retention
 August 25, 2009

SHF 028

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Sheriff's Sale Records

General Execution Sale; Surplus Property Sale; Partition Sale

Completion of Audit

Destroy

August 25, 2009

SHF 029

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Special Investigative Fund

Record of money expended in an investigation--i.e. drug buys

May include balance sheets; sign-in/sign-out lists

Same as Case File

Destroy after audit

August 25, 2009

SHF 030

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

VIN Verification

Record of VIN accuracy checks for the Department of Revenue

90 days

Destroy

August 25, 2009

SHF 031

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Sheriff Administrative Reports

UCR Reports; MIBRS Reports; Quarterly Stolen Vehicle; Quarterly VIN Reports; Yearly

Purge List

2 years

Destroy

See also: GS 001; GS 076

August 25, 2009

SHF 032

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Internal Affairs Records

Documents internal investigations

Complaint Report, Not Sustained, 1 Year; Complaint Face Sheet, Not Sustained, until termination; Complaint Report, Sustained, 5 years; Complaint Face Sheet, Sustained, until termination; Unfounded, Exonerated, Withdrawn Complaints, until settlement
Destroy Securely

August 25, 2009

SHF 033

Also Called:

Function:

Content:

Retention:

Disposition:

Note:

Approval Date:

Grand Jury Report

Destroy in Current Area

Destroy

These transfer to the circuit clerk

2005

Attachment: Records Destruction Aug 22 2016 (3134 : Destruction of Records)

SHF 034

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Extradition Files

Completion of Audit
 Destroy
 These are primarily financial records
 2005

SHF 036

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Payroll Requisitions

Completion of Audit
 Destroy
 2005

SHF 037

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Notice and Demand for Payment of Dishonored Check

Destroy in Current Area
 Destroy
 2005

SHF 038

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Commissions Issued

Record of Deputy Sheriff Commissions Issued

5 years
 Destroy
 Personnel records are in county clerk's office; Commissions should be entered into the County Court minute book
 2005

SHF 039

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Gun Acquisition Permit

Handgun Permit; Concealable Weapon Permit; Gun Permit Log; Gun Permit Index
 Documents eligibility of individual to purchase a handgun

Destroy in Current Area
 Destroy
 This record series was made obsolete with the repeal of RSMo 571.090 in 2007
 August 2008

SHF 040

Also Called:
Function:
Content:
Retention:
Disposition:
Note:
Approval Date:

Permit to Sell Guns

Destroy in Current Area
 Destroy
 This permit is issued by the Federal Government--copy at Sheriff's office is for reference,
 destroy when it is no longer useful
 August 2008

SHF 041*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Expungement Orders**

Court Orders of Expungement

Orders to delete arrest records

Retain order as long as the underlying incident file*

*See SHF 001, if incident reports/arrest records are extant, maintain order until they can be disposed--as an explanation of why information is redacted. If the incident reports/arrest records have met their retention and have been destroyed, thus leaving no trace of the original arrest, then the order may be destroyed.

August 28, 2012

SHF 042*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Law Enforcement Animal Records**

Canine Records; Equine Records

Documents ownership, training and deployment of animals by law enforcement, throughout their service

May include, training documentation, certifications, acquisition records, microchip information, use and assignments, and veterinary records

6 Years after retirement, death or transfer, of animal from department

Destroy

Records may be subject to legal hold due to use-of-force litigation, do not destroy until any legal proceedings are complete

August 20, 2013

SHF 043*Also Called:**Function:**Content:**Retention:**Disposition:**Note:**Approval Date:***Sex Offender Registry--Source Material**

Registration Forms; Registration File

Source documents for inclusion of individual on/update of Sex Offender Registry

May include: address, vehicle information, photograph

5 Years

Destroy

See Also SHF 023 Sex Offender Registry

August 25, 2015

Heartland

GOVERNMENT AND EDUCATION MERCHANT PROCESSING AGREEMENT

Card Only ACH Only Dual

HEARTLAND CONTACT INFORMATION

RM: _____ Phone: _____ Fax: _____
 Affiliate/Partner ID : _____ Affiliate Name: _____ Current MID: _____

COMPANY INFORMATION

Merchant DBA Name: Christian County Sheriff's Office DBA Phone#: 417-582-5330
 Address: 110 W. Elm Street Room 70 # Locations: 1
 City: Ozark State: MO Zip: 65721
 CS Phone #: 417-582-5330 Fax #: 417-581-1641
 Primary Contact Name: Julia Maples Phone #: 417-582-5333
 Authorized to Purchase: Yes No
 Secondary Contact Name: Katie Amador Phone #: 417-582-5339
 Authorized to Purchase: Yes No
 Email Address: jmaples@christiancountysheriff.net
(Heartland InfoCentral Admin User Email Address)
 Email Contact: First Name: Julia Last Name: Maples
 Website Address: www.christiancountysheriff.net
 Legal Name: County of Christian Federal Tax ID / EIN: 44-6000673
(Please Complete - Must correspond with IRS Filing Name) (Must correspond with Legal Name)
 Address: 100 W. Church Street Room 100 Phone #: 417-582-5333
 City: Ozark State: MO Zip: 65721

CARD FEE SCHEDULE

Service Requested	Discount Rate	Discount Per Item	Trans Fee Dial	Trans Fee IP	Annual Volume: \$	Average Ticket: \$
Visa	0%	\$3.00	\$0	\$0	High Ticket: \$	Frequency:
MasterCard	0%	\$3.00	\$0	\$0	<input checked="" type="checkbox"/> Service Fee (Pass Through/Single Transaction)	
Discover/JCB	0%	\$3.00	\$0	\$0	<input type="checkbox"/> COST PLUS	
PayPal	0%	\$0	\$0	\$0	*Only fees charged are the \$3.00 convenience fee.*	
PIN Debit*			\$0	\$0	*Plus Applicable Debit Network Fees	
American Express	0%	\$3.00	\$0	\$0	Annual Volume: \$	Average Ticket: \$
					Note: OptBlue Annual Processing Volume > \$1 Million must go Direct	
					<input checked="" type="checkbox"/> OptBlue <input type="checkbox"/> I opt out of receiving marketing material from American Express	
American Express Merchant #:			American Express Franchise Name:		Franchise CAP #:	

RECURRING FEES

Chargeback Fee: \$25.00 Bolletta Fee: \$0 Voice Auth Fee: \$0.65 SRM Fee: \$0

First 3 free per calendar year. RM covers any additional.

INTERCHANGE QUALIFICATION CARD ACCEPTANCE DEPOSIT METHOD SETTLEMENT

MOTO/Internet Retail Small Ticket All Cards Accepted Standard Monthly Daily Net

Sales Method		Card Processing Method	
On Premise Face to Face Sales	100%	Mail Order Sales	%
Off Premise Face to Face Sales	%	Card Swipe	100 %
Inbound Telephone Order Sales	%	Real-Time Internet	%
Outbound Telephone Order Sales	%	Internet (keyed)	%
		Keyed / Card Not Present	%
		Recurring Billing	%
		Total = 100%	
		Total = 100%	
What percentage of your Bankcard volume is future delivery		%	

Attachment: Heartland Payment Systems-Contract (3135 : Merchant Credit/Processing Agreement Discussion)

ACH FEE SCHEDULE

Transaction IP Fee: <input type="checkbox"/> Transaction Fee <input type="checkbox"/> Service Fee	Annual ACH Volume: \$
< \$10,000: \$ \$10,000 - \$25,000: \$	Average ACH Amount: \$
Note: All Transactions >\$25,000 will be charged an additional 15bp to be billed cumulatively	High ACH Ticket Amount: \$
Monthly Minimum: \$24.95 Return Item Fee: \$5.00	High Ticket Frequency: \$
Re-presentation (Limitation of 2 per NACHA guidelines): <input type="checkbox"/> Yes <input type="checkbox"/> No	Max ACH Limit: \$
If Yes, Re-presentation Fee is : \$2.00	Avg # of ACH Txn's per Month:

ACH PROCESSING METHOD

Corporate Credit or Debit (CCD)	%	Web	%	ACH Debit	%
Prearranged Payment and Deposit (PPD)	%	ACH Credits*	%	ACH Credit	%
Telephone (TEL)	%			ACH Recurring Debit*	%

***PPD/CCD/Web Transactions Only**

<input type="checkbox"/> ACH Debit (PPD/CCD/WEB)	<input type="checkbox"/> ACH Conversion – Certification Required (BOC/ARC/POP)
Service Features: <input type="checkbox"/> Single ACH Debit <input type="checkbox"/> Recurring ACH Debit <input type="checkbox"/> Both	Terminal Type:
Debiting From: <input type="checkbox"/> Consumer Account <input type="checkbox"/> Corporate Accounts <input type="checkbox"/> Both	Check Reader/Imager:
	Virtual Terminal:
	Number of Terminals:

ACH TEL (IVR / Other TEL Entry Types*)

Vendor: Heartland Third Party:

*Merchant can accept ACH payments via Cashier/Virtual terminal; however must be recorded and be available as proof of authorization.

ACH Descriptor

Phone number as it will appear on customer statements:

Company name as it will appear on customer bank statements (Max 16 Characters):

Authorization Method (Not applicable to ACH Conversion)

Which authorization procedure does Merchant utilize to confirm customers consent to an ACH Debit:

- Signed written authorization from customer (Does not apply to Web)
 - Heartland provides Authorization Form Template
 - Merchant created Authorization Form
 - Web Authorization (Applies to Web only)
 - Customer provides electronic signature Customer logs in a username and password
 - Recorded Verbal Authorization (Tel Only)
 - Heartland provided script Merchant created script
- If utilizing Recorded Verbal Authorization; check one of the following:**
- Hosted secure IVR (Automated or Live Agent) recording services offered by Heartland
 - Merchant has existing recording service to capture verbal customer authorizations
- How are recordings stored:**
- Via website URL: _____
 - Via phone: #: _____

REQUIRED: When Merchant utilizes their own Authorization Script this must be submitted with ACH Application.

MERCHANT DETAIL

Type of Business: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Date Business Started:	Business is Conducted: 100% Consumer
Type of Ownership: <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Government <input checked="" type="checkbox"/> Municipalities	Are web based sales processed by HPS: Yes	
Has your business experienced a cardholder account data compromise: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If yes, what was the date of the compromise: _____ Note: A copy of the completed Forensic Investigation is required with Application.	
Is your business PCI Compliant: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
What Products and / or services do you provide: <Insert Detail/Discription> Government services		
Is there a peak week / date in the month for processing recurring transactions: (i.e., 1 st and 15 th):		Mondays
Define your Refund Policy: no refunds		

Attachment: Heartland Payment Systems-Contract (3135 : Merchant Credit/Processing Agreement Discussion)

STATEMENT OPTIONS		DISPUTE LETTERS	
Statement Type:	<input checked="" type="checkbox"/> Standard	Mail Options:	<input type="checkbox"/> Legal <input type="checkbox"/> DBA
Mail Statements To:	<input checked="" type="checkbox"/> Suppress Stmt <input type="checkbox"/> Legal	Electronic Options*	<input checked="" type="checkbox"/> Email <input type="checkbox"/> Fax (*Select mail option as backup)
<input type="checkbox"/> All Electronic Communications (Including ACH Returns):			
<input checked="" type="checkbox"/> Same Email as InfoCentral <input type="checkbox"/> Preferred Email Address: <Insert Preferred Email>			

AUTHORIZED SIGNER(S) INFORMATION			
(1) Authorized Signer Name: Brad Cole		Title: Sheriff	
SSN: 487-78-8407	DOB: 11-26-1975	Driver's License #:	
Home Address: 1112 Brombones Ct.	City: Nixa	ST: MO	Zip: 65714
(2) Authorized Signer Name: Julia Maples		Title: Executive Assistant	
SSN: 481-76-4643	DOB: 07-08-1957	Driver's License #: T980447901	
Home Address: P. O. Box 843	City: Ozark	ST: MO	Zip: 65721


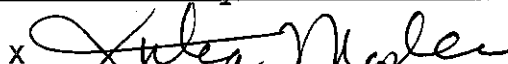

DEBIT / CREDIT AUTHORIZATION			
By signing below, Merchant certifies that any verification of business provided is for a business account in good standing and that the business name on the account is the same as the business name on the enclosed Heartland Payment Systems Merchant Application. Merchant hereby authorizes Acquirer to debit and credit Merchant's checking/savings/GL Account. This authority shall remain in full force until (a) Acquirer has received written notification from Merchant of its termination; and (b) all obligations of Merchant to Acquirer under this Agreement have been paid in full.			
Depository Bank Name: Ozark Bank (Downtown)		Phone #: 417-582-2321	
City: Ozark		ST: MO	Zip: 65721

CARD	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)	
ACCOUNT TYPE (check one)	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings	081505731	122282001
FUNDS TRANSFER METHOD	<input checked="" type="checkbox"/> Deposits <input checked="" type="checkbox"/> Fees <input checked="" type="checkbox"/> Both	Name as it appears on Account:	

	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)	
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings	Christian County Sheriff Department	
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account: AAAAAA	

ACH	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)	
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account:	

	TRANSIT ROUTER / ABA NUMBER (9 digits)	ACCOUNT NUMBER (14 digits)	
ACCOUNT TYPE (check one)	<input type="checkbox"/> Checking <input type="checkbox"/> Savings		
FUNDS TRANSFER METHOD	<input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Both	Name as it appears on Account:	

AGREEMENT ACCEPTANCE, CERTIFICATION and CONSUMER REPORT AUTHORIZATION			
Has your business filed Bankruptcy, had Judgments or Liens within the last 3 years: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Merchant authorizes Acquirer, reporting agency employed by Acquirer, or any agents thereof, to investigate the references, statements or data provided by Merchant or the undersigned for purposes of all matters generally connected to this business relationship. I further certify that I have received, read, understand and agree to the Merchant Processing Agreement Terms and Conditions which together with this application shall constitute the agreement(s) between the parties. I further certify that this business or any Owner/Officer/Authorized Signer has never been terminated by any Card Brand.			
X		Brad Cole-Sheriff	8-22-2016
(1) Authorized Signer Signature		Print Name & Title	Date
X		Julia Maples-Executive Assistant	8-22-16
(2) Authorized Signer Signature		Print Name & Title	Date
X		Blanca Mallonee	8-22-16
Witness Signature		Print Name & Title	Date

THE TERM OF THIS AGREEMENT IS 12 MONTHS 04/27/16

Attachment: Heartland Payment Systems-Contract (3135 : Merchant Credit/Processing Agreement Discussion)

1. **Services**

HPS will, during the term of this Agreement and pursuant to its terms and conditions,

- (a) be responsible for and will settle funds with the Merchant;
- (b) provide the following payment processing solutions to the Merchant:
 - (i) Web Payment Solutions;
 - (ii) Cashiering Payment Solutions as may be selected by Merchant on the Merchant Application.

2. **Definitions**

- 2.1 **“Account”** means a commercial checking account maintained by Merchant for the crediting of collected funds and the debiting of fees and charges pursuant to the terms of this Agreement.
- 2.2 **“ACH”** means the Automated Clearing House service offered by the Federal Reserve.
- 2.3 **“Agreement”** means this Merchant Processing Agreement, the Merchant Application and the Addendum, as applicable. This contract incorporates the Merchant Processing Agreement, the Merchant Application, and the Addendum, as applicable, by reference, with the same force and effect as if it were given in full text. Upon request, HPS will make their full text available.
- 2.4 **“Authorization”** means the act of obtaining approval from the Card Issuer for an individual Transaction.
- 2.5 **“Card”** means a valid credit, debit, charge or other payment card accepted by Merchant under this Agreement with HPS.
- 2.6 **“Card Schemes” used interchangeably with Card Brands** means Visa U.S.A., Inc., Visa International, Inc., MasterCard International, Inc., Discover Financial Services or any other Card Issuer that provides Cards that are accepted by Merchant under this Agreement with HPS, including on-line debit card Transactions and on-line debit networks.
- 2.7 **“Card Issuer”** means the financial institution or company that has provided a Card to the Cardholder.
- 2.8 **“Cardholder” used interchangeably with Card Member** means the person or Card Member whose name is embossed upon the face of the Card.
- 2.9 **“Card-Not-Present Transaction”** means any Transaction for which required data is not electronically captured by reading information encoded in or on the Card and includes mail order, telephone order and Internet Transactions.
- 2.10 **“Cashiering Payment Solution”** means an automated solution which will allow Cardholders to pay Merchant via an HPS-provided virtual terminal or physical terminal.
- 2.11 **“Chargeback”** means the procedure by which
 - (a) a sales Transaction (or disputed portion thereof) is returned to HPS by a Card Issuer because such item does not comply with the Card Issuer’s applicable rules or operating regulations or for any other reason as provided in this Agreement and
 - (b) the Merchant’s Account is debited for such return.
- 2.12 **“Convenience Fee”** means a fee charged to a consumer that will cover the costs of providing the convenient alternative payment solutions such as the Web Payment Solution and certain Cashiering Solutions.
- 2.13 **“Credit Voucher”** means a document or transaction executed by Merchant evidencing any refund or price adjustment relating to products or services to be credited to a Cardholder account.
- 2.14 **“Debit Networks”** means the authorization networks utilized by Merchant for PIN Debit Transactions.

- 2.15** “**EMV Card**” refers to a form of smart payment card with technical standards originally created by Europay, MasterCard and Visa (EMV) embedded with a chip containing encrypted Cardholder account information, which is readable by an EMV-enabled device. An EMV Card may be used by:
- (a) inserting it into a card reader that is integrated with a point of sale system; or
 - (b) by tapping it against a point of sale device’s contactless reader. Visit <http://www.emv-connection.com/> for more information on EMV.
- 2.16** “**EMV Transaction**” means the electronic acceptance of an EMV Card’s chip data by point of sale equipment or other electronic payment device at the time of Sale, and the inclusion of that data with the electronic submission of the Sale. Only a “Card Swipe”, “EMV Transaction” or its manual equivalent, an “Imprint”, is acceptable by the Card Scheme as proof that the Card was present at the time of the Sale.
- 2.17** “**HPS**” means collectively Heartland Payment Systems, Inc., a registered ISO of Member Sponsor Banks.
- 2.18** “**Merchant**” generally means the party identified as the recipient of this Agreement. It can cover the merchant itself and any third party that may be associated with them (i.e. VARs, gateway providers etc.).
- 2.19** “**MCC**” also known as “**Merchant Category Code**” is a 4 digit number used to describe the Merchants primary business.
- 2.20** “**Member Sponsor Bank**” is a bank that has obtained a membership with the Card Brands to allow processor access to the Card Brand Networks.
- 2.21** “**Outbound Telemarketing Transaction**” means a transaction in which a sale of products or services results from a Merchant-initiated contact with a Cardholder via a telephone call, or a mailing (other than a catalog) that instructs the Cardholder to call the Merchant.
- 2.22** “**Pass Through**” means charging the Merchant the precise amount of monies designated as Interchange, Costs, Dues, Assessments and Fees as per the Card Schemes. Pass Thru or Pass Through means no mark-ups are taken by the Payment Processor or any other party when Interchange, Dues, Fees, Costs and Assessments are collected from the Merchant.
- 2.23** “**Payment Facilitator**” is a merchant of record who facilitates transactions on behalf of a sub-merchant whose volume is less than USD 100,000 in MasterCard and Maestro volume combined.
- 2.24** “**Payment Service Provider (PSP)**” is an entity contracting with a Visa, Discover or American Express member to provide payment services to sponsored merchants. The new term PSP replaces the old terminology IPSP which now includes all commerce type aggregation, including face-to-face in addition to ecommerce merchant aggregation.
- 2.25** “**Products**” means all goods and payment services that are sold or offered by the Merchant.
- 2.26** “**Rules**” means the operating regulations, requirements terms and conditions of the Card Schemes presently in effect and as they may be amended from time to time.
- 2.27** “**Sales Draft**” means an electronic receipt evidencing a sales Transaction.
- 2.28** “**Sub-merchant**” is a customer conducting business through a Third Party relationship acting as a Payment Facilitator (PF) or Payment Service Provider (PSP).
- 2.29** “**Third Party Agent (TPA)**” means entities that have been engaged by a Merchant or a member to perform contracted services on behalf of that Merchant or member, including value add resellers (VARs) and payment gateway providers.
- 2.30** “**Transaction**” means any retail sale of Products or Services, or credit therefore, from a Merchant for which the customer makes payment using any Card presented to HPS for payment.
- 2.31** “**Virtual Terminal**” means a credit Card processing equipment on a secure server on the Internet whereby Merchant can key enter credit Card Transactions manually.
- 2.32** “**Voice Authorization**” means an Authorization obtained by a direct-dialed telephone call.

2.33 "Web Payment Solution" may be used interchangeably with "Heartland Hosted Website" and mean automated solution that will allow Cardholders to pay a Merchant on a hosted website.

2.16.a

3. Data Security Requirements

3.1 The PCI Security Standards Council ("PCI SSC") was founded by American Express, Discover Financial Services, JCB, MasterCard Worldwide and Visa, Inc. All five founders agreed to incorporate PCI Data Security Standards ("PCI DSS") as the technical requirements of each of their data security compliance programs. The PCI SSC is responsible for the Payment Application Data Security Standard ("PA-DSS") and PIN Transaction Security Requirements for PIN-Entry Devices ("PED").

More information, including the complete PCI DSS specifications can be found at www.pcisecuritystandards.org.

Each of the Card Schemes has requirements based on PCI DSS that define a standard of due care and enforcement for protecting sensitive information. Merchant must meet the compliance validation requirements defined by the Card Schemes available at:

www.visa.com/cisp

www.mastercard.com/sdp

www.discovernetwork.com/fraudsecurity/disc.html

www.americanexpress.com/datasecurity - For American Express Direct Merchants Only.

The Card Schemes or HPS may levy fines, suspend or terminate services, or impose other restrictions if it is determined that Merchant is not compliant with applicable security standards. Merchant is responsible for all fines and fees assessed by any Card Scheme in connection with violation of data security standards.

4. Rights, Duties, and Responsibilities of Merchants

4.1 Merchant agrees that during the term of this Agreement HPS shall be the primary provider for all payment processing services provided hereunder.

4.2 Merchant's policy for the adjustment of payment rendered shall be disclosed to the Cardholder before a Card sale is made. If Merchant does not make these disclosures, a full refund in the form of a credit to the Cardholder's Card account must be given. In no circumstances shall any cash refunds be given on any item originally charged to a card.

4.3 MERCHANT ACKNOWLEDGES THAT AN AUTHORIZATION DOES NOT CONSTITUTE (A) A WARRANTY THAT THE PERSON PRESENTING THE CARD IS THE RIGHTFUL CARDHOLDER, OR (B) A PROMISE OR GUARANTEE BY HPS THAT IT WILL PAY OR ARRANGE FOR PAYMENT TO MERCHANT FOR THE AUTHORIZED TRANSACTION. AN AUTHORIZATION DOES NOT PREVENT A SUBSEQUENT CHARGEBACK OF AN AUTHORIZED TRANSACTION PURSUANT TO THIS AGREEMENT.

4.4 Merchant shall at all times maintain a direct deposit account (the "Account" or "DDA"), in good standing, at a bank that is a Receiving Depository Financial Institution (RDFI) of the Federal Reserve Bank ACH System or other ACH settlement network. Merchant agrees that all credits for collected funds shall be made automatically to the Account. Merchant also agrees that it is responsible for all fines, fees, Chargebacks, Credit Vouchers, payments and adjustments and other amounts due under the terms of this Agreement (including but not limited to attorney's fees and early termination charges) which shall be automatically made to the Account. Merchant shall not close, restrict or change the Account without prior written approval from HPS. Merchant agrees to pay HPS a twenty-five dollar (\$25.00) fee on all returned ACH items. Merchant is solely liable for all fees and all overdrafts, regardless of cause. HPS shall have the unlimited right to debit without prior notice, any Account containing funds for the purpose of satisfying any liability incurred on behalf of Merchant.

4.5 Merchant shall not deposit any Transaction for the purpose of obtaining or providing a cash advance, or make a cash disbursement to any other Cardholder (including Merchant when acting as a Cardholder), or receive monies from a Cardholder and subsequently prepare a credit to Cardholder's account.

4.6 As partial consideration for this Agreement, Merchant expressly authorizes HPS to change the Member Sponsor Bank providing settlement services to Merchant. Merchant agrees to execute all necessary documents enabling HPS to effect such change, as may be required by HPS.

Attachment: Heartland Payment Systems-Contract (3135 : Merchant Credit/Processing Agreement Discussion)

- 4.8 Merchant shall give HPS immediate written notice of any complaint, subpoena, Civil Investigative Demand or other process issued by any state or federal governmental entity that alleges, refers or relates to any illegal or improper conduct of Merchant. Failure to give such notice shall be deemed to be a material breach of this Agreement.
- 4.9 Merchant shall not be assessed a Chargeback Fee for the first three Chargeback requests processed in any twelve month period beginning with the Merchant's anniversary date. Once three Chargeback requests have been submitted by the Card Scheme or Bank in any such 12 month period, HPS shall bill the Chargeback Fee applicable at that time. For purposes of this Section 4.9, the anniversary date shall be the date of Merchant's first deposit with HPS unless otherwise designated by HPS.
- 4.10 Merchant shall ensure HPS has the correct business taxpayer ID ("TIN") and legal name on file for Form 1099-K tax reporting purposes. Any merchant reporting an invalid TIN and legal name combination is subject to backup withholding of an amount as defined by applicable state tax and IRS regulations.
- 4.11 Merchant shall at all times comply with the Rules and operating regulations of each of the Card Schemes and American Express as well as all applicable federal, state, and local, rules and regulations. Moreover, in the event of Merchant's non-compliance, Merchant accepts the responsibility for the payment of any and all fees and penalties levied because of its non-compliance.
- 4.12 Merchant agrees that it will not knowingly introduce into HPS' System any virus, "time bomb", or any other contaminant, including but not limited to, codes, commands, or instructions that could damage or disable HPS' System or property.
- 4.13 Merchant shall assume responsibility for managing the repair of problems associated with Merchant's own telecommunications and processing system (both hardware and software), including terminals.
- 4.14 MSP/TPA/PSP/PF must comply with all Rules as set forth in this Agreement and the following websites:
 •http://usa.visa.com/merchants/risk_management/thirdparty_agents.html
 •http://www.mastercard.com/us/merchant/pdf/BMEntire_Manual_public.pdf
- 4.15 Payment Service Provider (PSP)/ Payment Facilitator (PF) agrees to promptly disclose to their Sub-merchant any new or increased Card Scheme related Dues, Assessments and Fees, including but not limited to Convenience fees, in accordance to the contracted services performed by the Merchant.
- 4.16 Merchant must meet requirements as defined by the Card Schemes. Information is available at:
www.visa.com
www.mastercard.com
www.discovernetwork.com
www.americanexpress.com/merchanttopguide - For American Express OptBlue Program Merchants Only.
www.americanexpress.com - For American Express Direct Merchants Only.

5. Debit Card Processing

- 5.1 Merchant understands and agrees that HPS and Carrolton Bank or any other bank to which this agreement is assigned is a sponsored affiliate or member of each debit network and HPS is a service provider for processing Merchant's debit card Transactions pursuant to the terms herein.
- 5.2 Any claims Merchant may have regarding Debit services may not be offset against Bankcard sales.
- 5.3 Debit transactions are governed by network regulations as well as federal and state laws and regulations, including but not limited to the Electronic Funds Transfer Act, and Regulation E, pursuant to which consumers may have up to sixty (60) days to dispute a Transaction. Merchant shall comply with all applicable federal, state and local laws and regulations.

- 6.1 HPS may amend the Fees set forth in the Merchant Application as follows: If Convenience Fees are fixed, then HPS may amend such Fees if
- (a) any Card Scheme or third party changes its fees with HPS or
 - (b) the average ticket size increases from the average ticket size of the previous thirty (30) day period.

If Convenience Fees are percentage-based, then HPS will only amend such Fees if any Card Scheme or third party changes its fees with HPS. The amended Fees shall be effective on the date specified in a written notice thereof, which date shall not be fewer than fifteen (15) days after the date of notice. Merchant shall attach each such revised Schedule of Fees, or written notice to the Merchant's copy of this Agreement.

- 6.2 Merchant shall pay all applicable sales taxes for services and products provided by HPS.
- 6.3 Merchant shall pay such fees and charges as may be set by HPS for any requested system enhancements or services in addition to those specified herein or in the Application or as may be requested by applicable law or changes in Card Scheme Rules.

7. Rights, Duties and Responsibilities of HPS

- 7.1 Merchant acknowledges that HPS may provide payment transaction processing services hereunder through contracts or subcontracts with third parties engaged in the business of transaction processing and authorizations, and specifically authorizes such third parties to exercise all of the rights of HPS hereunder. Upon request in writing by Merchant, HPS will identify the third parties involved in Merchant's processing.
- 7.2 HPS may, through its performance of the Services, provide Merchant with access to equipment and other hardware, software, including interface applications, processes and other such tangible or intangible property of HPS. HPS retains all ownership rights to such property and does not provide any license or any other use other than as specifically set forth herein.
- 7.3 HPS will accept all Sales Drafts deposited by Merchant that comply with the terms of this Agreement. HPS will pay to Merchant the total face amount of each Sales Draft, less any Credit Vouchers, or adjustments determined. All payments, credits and charges are subject to audit and final review by HPS and prompt adjustment shall be made as required. Notwithstanding any other provision in this Agreement, HPS may refuse to accept any Sales Draft, revoke its prior acceptance, or delay processing of any Sales Draft for any reasonable period of time, as HPS deems necessary and appropriate. HPS shall have no liability to Merchant for additional charges, higher rates, or any other loss, expense or damage Merchant may incur directly or indirectly due to any such refusal, revocation or delay.
- 7.4 HPS will accept all customer service calls and other communications from Merchant, relating to the services provided under this Agreement including, but not limited to, equipment service, disbursement of funds, account charges, Merchant statements and Chargebacks. Merchant waives any claim relating to amounts charged to Merchant or amounts paid to unless presented within forty-five (45) days of statement date.
- 7.5 HPS will process all requests for Sales Drafts and Chargebacks from Card Issuers and will provide Merchant with prompt notice of requests and Chargebacks.

8. Chargebacks

- 8.1 Merchant agrees to pay HPS the actual amount of any Transaction processed by HPS pursuant to this Agreement whenever any Card or Debit Transaction is reversed.
- 8.2 Merchant agrees to pay HPS any fees or fines imposed on HPS resulting from Chargebacks and any other fees or fines imposed with respect to or resulting from acts or omissions of Merchant.

8.3 HPS agrees to mail or electronically transmit all Chargeback documentation to Merchant promptly at Merchant address shown in the Application. Merchant is responsible for verifying its monthly statement and its daily deposit for Chargebacks and Chargeback handling fees pursuant to this Agreement. Merchant shall notify HPS in writing within forty-five (45) days after any debit or credit is or should have been affected. If Merchant notifies HPS after such time, HPS shall not have any obligation to investigate or effect any such adjustments. Any voluntary efforts by HPS to assist Merchant in investigating such matters after the 45 day notification has expired, shall not create an obligation to continue such investigation or any future investigation. Merchant must provide all information requested by HPS by the time specified in a request for information; failure to do so shall constitute a waiver by Merchant of its ability to dispute or reverse a Chargeback or other debit, and Merchant shall be solely responsible. If HPS elects, in its sole discretion, to take action on a Chargeback or other debit after the time specified to respond has expired, Merchant agrees to pay all costs incurred by HPS. Merchant agrees to pay HPS a processing fee for Sales Draft retrieval requests at HPS discretion.

9. Limitation of Liability: Due Care

9.1 Except as provided in section 9.4 hereof, HPS's sole liability to Merchant hereunder shall be to correct, to the extent reasonably practical, errors that have been caused by HPS, except that any claim by the Merchant relating to statement accuracy or amounts owed by HPS to the Merchant is waived unless presented within forty-five (45) days of statement date.

9.2 No claim for damages for any performance or failure of performance by HPS under this Agreement shall exceed the Convenience Fee amount and any other fees or charges paid to HPS in connection with the Card Transaction that is the subject of the alleged failure of performance.

9.3 IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, REVENUES, AND BUSINESS OPPORTUNITIES. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. Without limitation of the foregoing, HPS shall not be liable to Merchant for delays in data transmission. Merchant acknowledges that any losses pursuant to this Agreement are commercial in nature.

9.4 HPS MAKES NO WARRANTY WHATSOEVER REGARDING CARD AUTHORIZATIONS, DECLINES OR REFERRAL CODES, RESPONSES TO REQUESTS FOR AUTHORIZATION, PROCESSING, SETTLEMENT, OR ANY OTHER SERVICES PROVIDED BY OR ON BEHALF OF HPS HEREUNDER, AND HPS HEREBY DISCLAIMS ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, and HPS shall have no liability to Merchant or any other person for any loss, liability or damage arising directly or indirectly in connection herewith. Without limitation of the foregoing, Merchant acknowledges that HPS has no liability or responsibility for the actions of any Card Scheme, Card Issuer or Cardholder.

9.5 Neither Party shall be liable for delays in processing or other non-performance caused by such events as fires; telecommunications failures; equipment failures; strikes; riots; war; non-performance of vendors, suppliers, processors or transmitters of information; acts of God or any other causes over which the Party has no control.

10. Display of Materials: Trademarks

10.1 If permissible under state law, Merchant agrees to prominently display the promotional materials provided by HPS in its place(s) of business or on an eCommerce site whereby Card Scheme logos must prominently be displayed. Use of promotional materials and use of any trade name, trademark, service mark or logo type ("Marks") associated with Card(s) shall fully comply with specifications contained in applicable Card Scheme operating regulations.

10.2 Merchant shall not use any promotional materials or Marks in any way that suggests or implies that a Card Scheme endorses Merchant's products or services.

10.3 Merchant agrees that it will discontinue use of any Mark of a Card Scheme wherever such Marks are displayed, including on the Merchant's website(s), once

- (a) the Agreement is terminated or expires or
- (b) Merchant discontinues acceptance of a Card or participation in a Card Scheme Program.

- 11.1** This Agreement shall become effective upon acceptance of the first Merchant deposit by HPS and shall continue in effect for a term of ~~thirty-six (36)~~ twelve (12) months therefrom. Thereafter, the Agreement will automatically renew for additional twelve (12) month periods unless terminated by any party by giving ninety (90) days written notice prior to the end of any term, except that in case of an Event of Default by Merchant or as required by a Card Scheme, this Agreement may be terminated by HPS immediately, and HPS shall give Merchant written notice within ten (10) days thereafter.
- 11.2** In the event HPS fails to provide the Services as stated herein, prior to exercising any right of termination, Merchant must
- (a) notify HPS of such breach;
 - (b) give HPS a reasonable period to cure, depending on the nature of the breach. The parties shall agree on the duration of such reasonable period in writing; and if, HPS is unable to cure within such time, Merchant may terminate the Agreement subject to the terms herein.
- 11.3** If any of the following events shall occur (each an "Event of Default"):
- (a) Merchant shall default in any material respect in the performance or observance of any term, covenant, condition or agreement contained in this Agreement; or
 - (b) A reasonable belief by HPS that Merchant will constitute a risk to HPS by failing to meet the terms of this Agreement; or
 - (c) Material adverse change in the business, financial condition, business procedure or services of Merchant; or
 - (d) any information contained in the Application was or is incorrect in any material respect, is incomplete or omits any information necessary to make such information and statements not misleading to HPS; or
 - (e) irregular Card sales or credits by Merchant, Card sales substantially greater than the average ticket amount stated on Merchant's Application, excessive Chargebacks or any other circumstances which in the sole discretion of HPS, may increase the risk of Merchant Chargebacks or otherwise present a financial or security risk to HPS; or
 - (f) reasonable belief by HPS that Merchant is engaged in practices that involve elements of fraud or conduct deemed to be injurious to Cardholders, including, but not limited to fraudulent, prohibited or restricted Transaction(s); or
 - (g) any voluntary or involuntary bankruptcy or insolvency proceedings involving Merchant, its parent or an affiliated entity, or any other condition that would cause HPS to deem Merchant to be financially insecure; or
 - (h) Merchants engages in any Outbound Telemarketing Transactions; or
 - (i) Merchant or any other person owning or controlling Merchant's business is or becomes listed in any Card Scheme's security reporting;

Then, upon the occurrence of any Event of Default, all amounts payable hereunder by Merchant to HPS shall be immediately due and payable in full.

- 11.4** In the event of termination, regardless of cause, Merchant agrees that (a) all obligations and liabilities of Merchant with respect to any Sales Draft or Credit Voucher presented prior to the effective date of termination shall survive such termination and expressly authorizes HPS to withhold and discontinue the deposit to Merchant's Account for all Card and other payment transactions of Merchant in the process of being collected and deposited; and (b) it will discontinue all use of Marks of a Card Scheme or HPS.
- 11.5** Merchant agrees that all obligations incurred or existing under the terms of this Agreement as of the date of termination, shall survive such termination. After the termination or expiration of the terms of the agreement, Client shall discontinue using and shall remove all hyperlinks, signs, displays or other materials containing the name or logo of HPS and/or its suppliers.
- 11.6** Neither the expiration nor termination of this Agreement shall terminate the obligations, or rights of the parties pursuant to provisions of the Agreement, which by their terms are intended to survive or be perpetual or irrevocable.
- 11.7** If any Event of Default shall have occurred and be continuing, HPS may, in its sole discretion, exercise all of its rights and remedies under in equity, contract or applicable law, including, without limitation, those provided in this Agreement.

- 11.8** The provisions governing processing and settlement of Card Transactions, all related adjustments, fees and other amounts due from Merchant and the resolution of any related Chargebacks, will continue to apply after termination of this Agreement until all Card Transactions made prior to such termination are settled or resolved. Upon termination of this Agreement, Merchant agrees to promptly send HPS all data relating to Card Transactions made to the date of termination.

12. Terminated Merchant File

- 12.1** If Merchant is terminated for any of the reasons specified as cause by Visa, MasterCard and Discover Network, HPS may report Merchant's business name and the names and other identification of its principals to the Terminated Merchant File. Merchant expressly agrees and consents to such reporting, and HPS shall have no liability to Merchant for any loss, expense or damage Merchant may sustain directly or indirectly due to such reporting.

13. Notices

- 13.1** All notices and other communication required or permitted under this Agreement shall be deemed delivered when mailed first-class mail, postage prepaid, addressed to the Merchant at the address stated in the Application and to HPS at the address set forth below, or at such other address as the receiving party may have provided by written notice to the other:

Heartland Payment Systems

Attn: Customer Care
One Heartland Way
Jeffersonville, IN. 47130
1 (888) 963-3600

Member Bank Sponsors

Issues Regarding Credit Cards

Barclay Bank

125 South West Street
Wilmington, DE 19801
Phone #: 1 (201) 622-8990

The Bancorp Bank

409 Silverside Road, Suite 105
Wilmington, DE 19809
Ph #: 1 (302) 385-5000

Wells Fargo Bank, N.A.

1200 Montego
Walnut Creek, CA 94598
Phone #: 1 (925) 746-4167

Issues Regarding Debit Cards

Bay Bank

7151 Columbia Gateway Drive
Suite A
Columbia, MD 21046

14. Additional Terms

- 14.1 Truth of Statements:** Merchant represents to HPS that all information and all statements contained in the Application are true and complete and do not omit any information necessary to make such information and statements not misleading to HPS.
- 14.2 Entire Agreement:** This Agreement constitutes the entire understanding of HPS and Merchant and supersedes all prior agreements, understanding, representations, and negotiations, whether oral or written between them.
- 14.3 Amendments:** Except as otherwise provided herein, no provision of this Agreement may be waived, amended or modified except in writing signed by an authorized representative of each party.

- 14.4 No Waiver of Rights:** Any failure of a Party hereto to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any rights under this Agreement.
- 14.5 Section Headings:** All section headings contained herein are for descriptive purposes only, and the language of such section shall control.
- 14.6 Assignability:** Neither Party hereto may assign this Agreement directly or by operation of law, without the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld. Either party may assign this Agreement to a parent, subsidiary, or affiliate without the other's consent. This Agreement shall be binding upon the parties hereto, their successors and permitted assigns. Any assignment without the prior written consent of the non-assigning party shall be void.
- 14.7 Damages:** In any judicial or arbitration proceedings arising out of or relating to this Agreement, including but not limited to these actions or proceedings related to the collection of amounts due from merchant, the providing party shall recover, in addition to all damages awarded, all court costs, fees and expenses of experts.
- 14.8 Relationship of the Parties:** Nothing contained herein shall be deemed to create a partnership, joint venture or, except as expressly set forth herein, any agency relationship between HPS and Merchant.
- 14.9 Severability:** If the performance by either party of any provision of this Agreement is determined to be unlawful or in violation of any state, federal or local statute, law, ordinance, regulation or rule, or of the rules of any Card Scheme, said party shall seek to cure the illegality or violation within thirty (30) days following the date that such party is first informed of such violation or illegality. If such cure is not affected within such thirty (30) days period, the illegal or violating provision shall be null and void, and this Agreement shall remain in full force and effect and the parties shall use their best efforts to agree upon legal and non-violating substituted provisions that will serve the intent of the parties.
- 14.10 Privacy Policy:** All financial and personal information about Merchant and a Merchant's vendors and suppliers, is considered confidential data. Merchant acknowledges and agrees that this information or other personal information will be used only in connection with the services provided by HPS and third parties designated by HPS to Merchant under the terms of this agreement and the performance of this Agreement. Notwithstanding the foregoing or anything else contained herein, Merchant information may be provided by HPS to any third party including but not limited to, Card Schemes, collection agencies, financial institutions or organizations, or merchant associations in the event of a default by merchant in any obligation under this agreement.
- 14.11 Governing Law:** This Agreement shall be construed and governed by the laws of the state of in which the government or public educational entity is located without regard to legal principles related to conflict of laws.
- 14.12 Jurisdiction & Venue:** Any suit, action or proceeding (collectively "action") arising out of or relating to this Agreement shall be brought only in the courts of the state of which the government or public educational entity is located or in the applicable United States District Court. The parties hereto agree and consent to the personal and exclusive jurisdiction of said courts over them as to all such actions, and Merchant further waives any claim that such action is brought in an improper or inconvenient forum. In any such action, the parties waive trial by jury.
- 14.13 No Third Party Beneficiary.** Under no circumstance, shall any third party be considered a third party beneficiary of Merchant's rights or remedies under this Agreement or otherwise be entitled to any rights or remedies of Merchant under this Agreement.
- 14.14 Changes:** HPS may change the terms of or add new terms to this Agreement at any time in accordance with applicable law. Any such changes or new terms shall be effective when notice thereof is given by HPS either through written communication or on its merchant website located at <https://infocentral.heartlandpaymentsystems.com>.
- 14.15 Public Statements.** Merchant shall obtain the prior written consent of HPS prior to making any written or oral public disclosure or announcement, whether in the form of a press release or otherwise, which directly or indirectly refers to HPS.

Convenience Fee: A fee charged to the Cardholder by the Merchant for a true convenience for accepting a credit or debit card. Examples of a “true convenience” are payment through the internet, mail order or phone order. All Card Schemes allow Merchants to charge a convenience fee. All Card Schemes must be charged equally. The Merchant is required to disclose the fee to the Cardholder and provide the Cardholder with the opportunity to cancel the Transaction, if the Cardholder does not want to pay the convenience fee. In addition to the foregoing,

- (a) Visa requires Merchants to have a brick and mortar location in order to be allowed to charge a convenience fee;
- (b) MasterCard requires processors to register any Government or Education merchant; and
- (c) AMEX requires that the convenience fee be shown as a separate charge on the Cardholder’s receipt for the goods or services.

Surcharge: A charge in addition to the initial amount of the sale on a credit card to cover the Merchant’s cost of acceptance. All Card Schemes allow surcharging. Visa, MasterCard and Discover require Merchants to register with the Card Schemes. The Merchant is required to disclose the fee at the entry of their establishment and at the point of sale. The cardholder must be given the opportunity to cancel the Transaction if they do not want to pay the surcharge fee. The amount of the charge cannot exceed the amount of the Merchant’s discount fee on Visa, MasterCard and Discover and is capped at 4%. The surcharge must appear on the sales receipt separately from the sales amount. All Card Schemes must be charged equally. Currently there are several states that prohibit surcharging. Merchants should check their state and local laws prior to initiating a surcharge.

Service Fee: Visa allows government and education Merchants to charge a different type of fee called a “service fee”. This fee is assessed for accepting payments for taxes, fees and fines for government MCCs and for tuition, room and board, lunch programs, etc. for education MCC Merchants. The service fee can be charged on credit and debit Transactions, in a face-to-face or card not present environment. The service fee must appear separate from the sales amount on the receipt. Merchants must be registered through Visa. Service fee must be disclosed prior to completion of the transaction, allowing the cardholder to cancel the Transaction if they do not wish to accept the service fee. MasterCard allows government and education merchants to charge “convenience fees” and has no separate “service fee” for these MCCs.

Other Fees: Handling fees and payment fees are allowed on all Card Schemes as long as these fees are charged on all payment channels; cash, checks, ACH, etc. These are not governed by the Card Schemes specifically. State and local laws may apply and merchants should ensure the fees are allowed in their area of business.

IN WITNESS WHEREOF, Christian County and Heartland have executed this Memorandum of Understanding:

Dated: _____

Authorized Official-Heartland

Dated: 8-22-2016

Brad Cole
Brad Cole, Sheriff of Christian County

Dated: 8/22/16

Ray Weter
Ray Weter, Presiding Commissioner

Dated: 8-22-16

Bill Barnett
Bill Barnett, Western Commissioner

Dated: 8-22-16

Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Attested by:

Dated: 8-22-16

Kay Brown
Kay Brown, County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of the same:

Dated: _____

Lacey Hart, County Auditor

Approved as to form:

Dated: 8-16-16

John W. Housley
John W. Housley, Attorney at Law

John Housley
901 St. Louis Street, 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

Attachment: Heartland Payment Systems-Contract (3135 : Merchant Credit/Processing Agreement Discussion)

