

Greene County Commission Briefing
June 13, 2018, 9:30 a.m.
1443 North Robberson, 10th Floor

Present: Bob Cirtin, Harold Bengsch, Lincoln Hough, Mailyn Jeffries, Rick Artman, Tina Phillips, Kate Morris, Jeff Scott, and Donna Barton.

Human Resources Director Mailyn Jeffries presented a proposed change to the portion of policy regarding bereavement leave (Exhibit A). The change would involve increasing the days allotted from 3 to 5 days. Jeffries said that 5 days of leave is offered at Missouri State University and City Utilities.

Commissioner Hough moved to approve the policy change. Commissioner Bengsch seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Highway Director Rick Artman presented several Intergovernmental Agreements with municipalities for paving (Exhibit B). Artman said that the county initially pays for the paving but each municipality reimburses the county.

Commissioner Hough moved to approve all of the agreements. Commissioner Bengsch seconded the motion. The motion passed unanimously.

Chief Budget Officer Jeff Scott presented an update on sewer districts for discussion with the Commission. Scott said citizens in the program have been given until June 15 to satisfy their sewer debt or the county will pursue judgement in court, which could lead to foreclosures if payments aren't made. Some of those citizens have called with concerns about losing their homes. Three citizens in debt who are concerned are Kenneth Ewing, Richard McKoski, and Allison Deatherage. With a desire to give citizens more of an opportunity to be helped, Scott proposed adding in an extra step after June 15: A hearing with the Commission to decide which cases should be taken to court and which might be resolved a different way. It was noted that at least one of the citizens in debt was willing to make payments throughout the year, but Collector Leah Betts refuses to accept those payments, citing a lack of software to track payments. Currently, the Budget Office tracks information on these cases by using a spreadsheet and Scott said that it works well. It was suggested that the Collector is supposed to, by statute, collect the sewer payments. The Commission determined that the Budget Office might be able to present financial information from those in debt that could help the Commission decide if they could present an option of placing a lien on the citizen's home as an alternative to litigation in some cases. This possibility will be looked into further. Hough said that eventually it will need to be determined if the Collector is supposed to be collecting these payments.

Scott also gave an update on the bond counsel status for the \$60-65 million campus projects bond. Scott recently found out that Rick McConnell of Gilmore and Bell, which is currently contracted for this project, has left Gilmore and Bell. Scott will find out more information about the situation and present it to the Commission as soon as possible.

Rick Artman had one last information item for the Commission. He presented a map of Farm Road 93 at US 60, where a railroad crossing sits. He said that MODOT is currently assessing the possibility of closing

that railroad crossing to traffic. He said MODOT is currently applying for a grant to upgrade other crossings and this particular closure is part of the proposal. Artman said studies show that about 500 to 700 vehicles per day use the crossing discussed. The grant would need a letter of support from the Commission, and Commission will need to decide whether or not to support this grant, specifically regarding the closure of the crossing at FR 93 and US 60. Artman said he is working on gathering more information and will present it to the Commission.

With no further business, Commissioner Cirtin called meeting adjourned.

Section 11 - 2 Bereavement Leave

(a) Immediate Family.

Full-time employees and eligible part-time (with benefits and with limited benefits) employees may take up to **five (5) days** of bereavement leave in the event of death in the immediate family. Part-time employees without benefits, temporary, or contract employees are ineligible for county-paid bereavement leave benefits. "Immediate family" is defined as the employee's spouse; parent, child, sibling, grandchild, grandparent or corresponding step relationship; father or mother-in-law; son or daughter-in-law; brother or sister-in-law; or other relatives that reside in the employee's household or any person an elected official or department administrator has approved.

(b) Other Family.

When there is a death in the family of the employee, other than the "immediate family" as defined above, an employee may **take up to two (2) days** of funeral leave with regular compensation. "Other family" is defined as the employee's niece, nephew, aunt, uncle or first cousin or the employee's spouse's grandparents.

(c) Other Requests.

Employees requested to be pallbearers may be excused with regular compensation for **two (2) days**. An employee who desires funeral leave for persons other than those listed or for extensions beyond days granted, should direct all such requests to their elected official or department administrator, who will evaluate each request on an individual basis with due consideration for the relationship of the employee to the deceased and the location of the funeral.

(d) Vacation and Sick Leave.

Leave granted as bereavement leave will not be charged as sick or vacation leave. An employee may use available accrued vacation leave or compensatory time for additional time off **as approved by their elected official or department administrator**.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of April, 2018, between the **City of Fair Grove** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, **Leo Journagan Construction**, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, **Leo Journagan Construction**, to provide street overlay improvements for City during the year 2018, at the street locations and at the unit prices set forth in Exhibit "A" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "B", which is incorporated herein by reference.

2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "A", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "A" collected weekly and submitted by the contractor to the County.

3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.

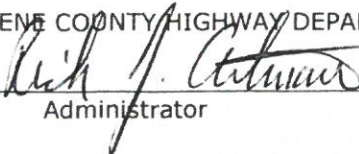
4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.

5. No Waiver. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.

6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

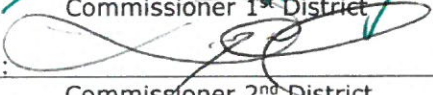
GREENE COUNTY HIGHWAY DEPARTMENT

By: 
Administrator

GREENE COUNTY, MISSOURI

By: 
Presiding Commissioner

By: 
Commissioner 1st District

By: 
Commissioner 2nd District

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

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 same.

By: _____
Auditor Certification Date

MAYOR OF FAIR GROVE, MISSOURI

By: 
Mayor

By: 
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney



City of Fair Grove

Our 2018 Greene County IGA agreement should include:

1. Rock Ridge Street, 740 feet, estimated 280 tons, and one cold mill header.

bid item 5= estimated 280 tons

bid item 14= one cold mill header

2. Senior Center Parking Lot

bid item 15= unknown

Item 1 IGA expenditure should be less than \$24,000. When preparing the estimate Greene County observed one foundation failure that must be corrected before paving. I estimate the cost for that should be less than \$1,000 using our heavy equipment contractor and aggregate. If you have any questions let me know. Steve S.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of April, 2018, between the **City of Strafford** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, **Leo Journagan Construction**, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, **Leo Journagan Construction**, to provide street overlay improvements for City during the year 2018, at the street locations and at the unit prices set forth in Exhibit "A" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "B", which is incorporated herein by reference.
2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "A", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "A" collected weekly and submitted by the contractor to the County.
3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.
4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.
5. No Waiver. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.
6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

GREENE COUNTY HIGHWAY DEPARTMENT

By: Rick J. Cuthbert
Administrator

GREENE COUNTY, MISSOURI

By: NA Cuthbert
Presiding Commissioner

By: Franklin B. Bunch
Commissioner 1st District

By: [Signature]
Commissioner 2nd District

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

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 same.

By: _____
Auditor Certification Date

MAYOR OF STRAFFORD, MISSOURI

By: [Signature]
Mayor

By: Lenni Taylor
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney



CITY OF STRAFFORD RESOLUTION

BILL NO. 18-07

RESOLUTION NO. 18-01

A RESOLUTION OF THE CITY OF STRAFFORD, MISSOURI, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH GREENE COUNTY FOR STREET PAVING SERVICES

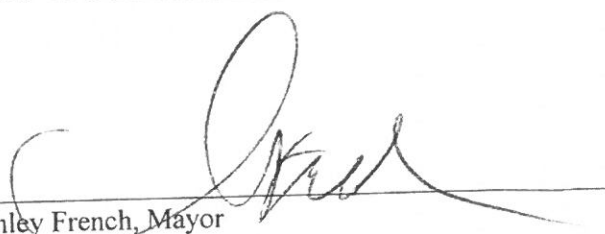
WHEREAS, the City of Strafford has a need for street overlay services; and

WHEREAS, Greene County, Missouri is agreeable to providing the City of Strafford certain overlay services by and through its Contractor, Leo Journagan Construction, upon the same terms and conditions of their agreement with said Contractor,

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Strafford, Missouri, as follows:

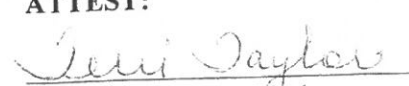
1. That the City of Strafford Board of Aldermen does hereby approve the Intergovernmental Cooperative Agreement with Greene County for asphalt overlay services and authorize the Mayor to sign the Agreement.

**PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF
STRAFFORD, MISSOURI, THIS 16TH DAY OF APRIL, 2018.**



Ashley French, Mayor

ATTEST:



Terri Taylor, City Clerk

City of Strafford
ESTIMATED DESCRIPTIONS

STREET NAMES	NUMBER OF MILES
N. OLD ORCHARD	0.14 MILES (750 FEET)
E. BUMGARDNER	0.26 MILES (1400 FEET)

Note: This list is just an estimation of paving needs and can be adjusted accordingly.

CITY OF STRAFFORD
2018 OVERLAY ESTIMATE
S.D. BORDENHAMEL, City Admin
4-20-2018

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of April, 2018, between the **City of Ash Grove** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, **Leo Journagan Construction**, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, **Leo Journagan Construction**, to provide street overlay improvements for City during the year 2018, at the street locations and at the unit prices set forth in Exhibit "A" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "B", which is incorporated herein by reference.

2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "A", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "A" collected weekly and submitted by the contractor to the County.

3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.

4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.

5. No Waiver. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.

6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

GREENE COUNTY HIGHWAY DEPARTMENT

By: *Rick J. Cuttance*
Administrator

MAYOR OF ASH GROVE, MISSOURI

By: *Law W. Dunkel*
Mayor

GREENE COUNTY, MISSOURI

By: *W. A. [Signature]*
Presiding Commissioner

By: *Harold [Signature]*
Commissioner 1st District

By: *[Signature]*
Commissioner 2nd District

By: *Deborah A. Cox*
City Clerk

APPROVED AS TO FORM:

By: *Mel L. Gilbert*
City Attorney

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

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 same.

By: _____
Auditor Certification Date



ESTIMATED DESCRIPTIONS

STREET NAMES	NUMBER OF MILES
Prairie Lane	2,115 Feet (Piper Rd to Maple)

Note: This list is just an estimation of paving needs and can be adjusted accordingly.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2018, between the **City of Walnut Grove** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, **Leo Journagan Construction**, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, **Leo Journagan Construction**, to provide street overlay improvements for City during the year 2018, at the street locations and at the unit prices set forth in Exhibit "A" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "B", which is incorporated herein by reference.

2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "A", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "A" collected weekly and submitted by the contractor to the County.

3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.

4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.

5. No Waiver. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by federal and state constitution or law.

6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

GREENE COUNTY HIGHWAY DEPARTMENT

By: *Rick J. Tutman*
Administrator

MAYOR OF WALNUT GROVE, MISSOURI

By: *Eldon D. Zorner*
Mayor

GREENE COUNTY, MISSOURI

By: *[Signature]*
Presiding Commissioner

By: *Eva Sutton*
City Clerk

By: *[Signature]*
Commissioner 1st District

APPROVED AS TO FORM:

By: *[Signature]*
Commissioner 2nd District

By: *[Signature]*
City Attorney

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

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 same.

By: _____
Auditor Certification Date



831-5216
ATTN: Robin Coble

City of Walnut Grove
ESTIMATED DESCRIPTIONS

STREET NAMES	NUMBER OF MILES — Feet
Lincoln	650' x 20'
Wilson	650' x 20'
Johnson	1050' x 19'
College	80' x 20

Note: This list is just an estimation of paving needs and can be adjusted accordingly.

Street repairs contingent upon funding.
Eric Butten

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of April, 2018, between the **City of Rogersville** (hereinafter referred to as "City") and **Greene County, Missouri** (hereinafter referred to as "County").

WHEREAS, Section 70.220, R.S.Mo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, City maintains public streets within its incorporated boundaries and is desirous of controlling the cost of maintenance of paved surfaces by coordinating the purchase of asphalt overlay services with the County; and

WHEREAS, County is agreeable to providing to the City certain street overlay services by and through its contractor, **Leo Journagan Construction**, upon the same terms and conditions of its agreement with said contractor; and

WHEREAS, contractor is agreeable to performing such work on said terms and conditions.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. County agrees, by and through its contractor, **Leo Journagan Construction**, to provide street overlay improvements for City during the year 2018, at the street locations and at the unit prices set forth in Exhibit "A" attached hereto and incorporated by reference. Labor and materials provided and terms and conditions of work performed shall be in accordance with the Specifications document attached hereto as Exhibit "B", which is incorporated herein by reference.
2. County shall pay its contractor for the costs of the overlay improvements performed for the City in accordance with the unit prices set forth in Exhibit "A", and City shall reimburse County for such payments within fifteen (15) days after receipt of the invoice from the County and evidence of payment by the County to the contractor. Inspection for all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the compliance of such work with the work specifications. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "A" collected weekly and submitted by the contractor to the County.
3. The City acknowledges and agrees that to keep asphalt prices at a minimum, the timing of the paving in the City will be dependent on both the schedule of the County in paving roads in the area and the schedule of the contractor. Typically, as the County is paving Farm Roads in the vicinity of the City, the contractor will pave the City's roads at that time. Requests for paving at a specific time will be considered by the County, but may not be possible.
4. Indemnification. To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its County Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of the County's performance of its obligations under this Agreement.
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6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by City Ordinance or County Order.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

GREENE COUNTY HIGHWAY DEPARTMENT

By: Reed J. Gutman
Administrator

MAYOR OF ROGERSVILLE, MISSOURI

By: Paul H. Galt
Mayor

GREENE COUNTY, MISSOURI

By: Steve A. Galt
Presiding Commissioner

By: David B. Burch
Commissioner 1st District

By: [Signature]
Commissioner 2nd District

By: Shirley Stepien
City Clerk

APPROVED AS TO FORM:

By: [Signature]
City Attorney

ATTEST:

By: _____
Greene County Clerk

APPROVED AS TO FORM:

By: _____
Greene County Counselor

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 same.

By: _____
Auditor Certification Date



AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF ROGERSVILLE, MISSOURI, TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH GREENE COUNTY, MISSOURI

WHEREAS, the City of Rogersville, Missouri is a municipal corporation of the fourth class, duly organized and existing under the laws of the State of Missouri; and

WHEREAS, the Board of Alderman of the City of Rogersville has determined that it is in the best interests of the City of Rogersville to enter into an intergovernmental agreement with Greene County Missouri for purchase of certain materials and services; and,

WHEREAS, such agreement has been submitted to the Board of Alderman for its approval and for signing by Greene County, Missouri,

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF ROGERSVILLE, MISSOURI, AS FOLLOWS;

Section 1.

That Jack Cole, Mayor of the City of Rogersville, is hereby authorized and directed to execute an intergovernmental agreement with Greene County, Missouri on behalf of the City of Rogersville after approval by City Attorney Jason Krebs.

Section 2.

That this ordinance shall be in full force and effect from and after the date of passage

PASSED by the Board of Alderman of the City of Rogersville this 2nd day of April, 2018.

APPROVED by the Mayor of the City of Rogersville this 2nd day of April, 2018.

BE IT REMEMBERED THAT THE ABOVE ORDINANCE WAS ADOPTED BY THE FOLLOWING VOTE:

<u>Alderman</u>	<u>Vote (Aye or Nay)</u>
Jon Hill	<u>Aye</u>
Terry Thompson	<u>Aye</u>
Leon Roderick	<u>Aye</u>
Mark Hensley	<u>Aye</u>

ATTEST: Glenda Stegner
Glenda Stegner, City Clerk

Jack Cole
Jack Cole, Mayor of the City of Rogersville

City of Rogersville
ESTIMATED DESCRIPTIONS

STREET NAMES	NUMBER OF MILES
Hamilton	.14
Miller	.25
Parking Lot - Shop	15,217.4 ft ²

Note: This list is just an estimation of paving needs and can be adjusted accordingly.