

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

**Greene County Commission
Commission Briefing Minutes**

**Thursday, June 18, 2020
09:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor**



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.greencountymo.gov/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the '#' key and be prompted for an access code: 675-853-269

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Aubrey Hardy, Laura Merriman, Fred Lizama, Donna Barton, and Rick Artman.

Teleconference Attendees: Jim Arnott, Royce Denny, Cindy Stein, Tina Phillips, Mike Cagle, Jeff Scott, Jeff Bassham, and Phil Corcoran.

Informational Items

Purchasing

- Update on bids and contract renewals.
- Welcomed new Buyer Fred Lizama.

Items for Consideration and Action by the Commission

EX1) Paving IGAs for Various Municipalities, Highway Dept.

Commissioner Harold Bengsch moved to approve the IGAs for the municipalities as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

DSSSF Grant Award, Sheriff's Office

Commissioner John Russell moved to approve the DSSSF grant award. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

No other business the meeting was adjourned.

2-11

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2020, 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, APAC, 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, APAC, to provide street overlay improvements for City during the year 2020, at the street locations and at the unit prices set forth in Exhibit "B" 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 "A", 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 "B", 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. County shall not be responsible for correcting existing roadway drainage issues nor for creating new drainage issues associated with the new paving. Any ADA sidewalk improvements/upgrades required to be performed due to the paving process are the sole responsibility of the City. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "B" 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: *Rob F. Curtin*
Administrator

MAYOR OF ASH GROVE, MISSOURI
By: *[Signature]*
Mayor

GREENE COUNTY, MISSOURI
By: *Bob Deason*
Presiding Commissioner

By: *Melissa J. Man*
City Clerk

By: *Frank Berglund*
Commissioner 1st District

APPROVED AS TO FORM:
By: *Neil L. Bellaxi*
City Attorney

By: *Gay Jones*
Commissioner 2nd District

ATTES:
By: *Don Grubel*
Greene County Clerk

APPROVED AS TO FORM:
By: *[Signature]*
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: *Cindy J. Steen* 6/27/2020
Auditor Certification Date

ESTIMATED DESCRIPTION OF MICROSEAL OR PAVING NEEDS FOR 2020

Name of Municipality: City of Ash Grove

STREET/ROAD NAMES	BEGIN	END	LENGTH (MILES)	MICRO OR PAVE
Webster Ave	Main St	Boone		
Maple Lane	Prairie	Bridge		

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 7th day of May, 2020, between the **City of Battlefield** (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, APAC, 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, APAC, to provide street overlay improvements for City during the year 2020, at the street locations and at the unit prices set forth in Exhibit "B" 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 "A", 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 "B", 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. County shall not be responsible for correcting existing roadway drainage issues nor for creating new drainage issues associated with the new paving. Any ADA sidewalk improvements/upgrades required to be performed due to the paving process are the sole responsibility of the City. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "B" collected weekly and submitted by the contractor to the County.

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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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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

CITY OF BATTLEFIELD, MISSOURI

By: 
City Administrator


GREENE COUNTY, MISSOURI

By: 
Presiding Commissioner

By: 
City Clerk

By: 
Commissioner 1st District

APPROVED AS TO FORM:

By: 
City Attorney

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:  6/27/2020
Auditor Certification Date

ESTIMATED DESCRIPTION OF MICROSEAL OR PAVING NEEDS FOR 2020

Name of Municipality: Battlefield

STREET/ROAD NAMES	BEGIN	END	LENGTH (MILES)	MICRO OR PAVE
Randall Street	S. Homlock Ave	Battlefield City Limits	1,473.00 sy	Micro *
Vicki Place	S. Prairie View Ave	Cul-De-Sac	1,820.00 sy	*
Neil Court	S. Prairie View Ave	Cul-De-Sac	1,387.00 sy	*
Homlock Avenue	W. Gablecrest St.	Cul-De-Sac	1,979.00 sy	*
Prairie View Avenue	W. Warner Rd	W. Randall St	3,004.00 sy	*
Rose Terrace	State Hwy FF	HoneySuckle	5,413.00 sy	*
		total	15,076.00 sy	or 1.1% mile

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 18 day of May, 2020, 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, APAC, 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, APAC, to provide street overlay improvements for City during the year 2020, at the street locations and at the unit prices set forth in Exhibit "B" 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 "A", 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 "B", 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. County shall not be responsible for correcting existing roadway drainage issues nor for creating new drainage issues associated with the new paving. Any ADA sidewalk improvements/upgrades required to be performed due to the paving process are the sole responsibility of the City. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "B" 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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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. Anderson*
Administrator

CITY ADMINISTRATOR
ROGERSVILLE MISSOURI

By: *Chad Byrd*
City Administrator

GREENE COUNTY, MISSOURI

By: *Bob Wilson*
Presiding Commissioner

By: *Donda Stegner*
City Clerk

By: *Steve Byrd*
Commissioner 1st District

APPROVED AS TO FORM:

By: *Jeff Smith*
Commissioner 2nd District

By: *[Signature]*
City Attorney

ATTEST:

By: *Don Gallow*
Greene County Clerk

APPROVED AS TO FORM:

By: *[Signature]*
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: *Amey D. Steu* 6/27/2020
Auditor Certification Date

ESTIMATED DESCRIPTION OF MICROSEAL OR PAVING NEEDS FOR 2020

Name of Municipality: City of Rogersville

STREET/ROAD NAMES	BEGIN	END	LENGTH (MILES)	MICRO OR PAVE
<i>See attached</i>				

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

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 interest of the City of Rogersville to enter into an intergovernmental agreement with Greene County Missouri for the 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 Jon Hill, 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 the 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 18th day of May, 2020

APPROVED by the Mayor of the City of Rogersville this 18th day of May, 2020

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

<u>Alderman</u>	<u>Vote (Aye or Nay)</u>
Marjorie Gelz	<u>Aye</u>
Crystal Fore	<u>Aye</u>
Leon Roderick	<u>Aye</u>
Tyler Heinlein	<u>Absent</u>


 Jon Hill, Mayor of the City of Rogersville

ATTEST: 
 Glenda Stegner, City Clerk

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of June, 2020, 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, APAC, 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, APAC, to provide street overlay improvements for City during the year 2020, at the street locations and at the unit prices set forth in Exhibit "B" 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 "A", 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 "B", 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. County shall not be responsible for correcting existing roadway drainage issues nor for creating new drainage issues associated with the new paving. Any ADA sidewalk improvements/upgrades required to be performed due to the paving process are the sole responsibility of the City. Payments to the contractor shall be made on the basis of weight and load tickets as described in Exhibit "B" collected weekly and submitted by the contractor to the County.

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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: *Rich F. Cattan*
Administrator

CITY OF STRAFFORD

By: *Martha Smart*
Administratore

GREENE COUNTY, MISSOURI

By: *Bob Nixon*
Presiding Commissioner

By: *Denni Taylor*
City Clerk

By: *Frank Thompson*
Commissioner 1st District

APPROVED AS TO FORM:

By: *John Jones*
Commissioner 2nd District

By: *Janice*
City Attorney

ATTEST:

By: *Erin Grubler*
Greene County Clerk

APPROVED AS TO FORM:

By: *Mandy*
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: *Cindy A. Starn* 4/27/2020
Auditor Certification Date

ESTIMATED DESCRIPTION OF MICROSEAL OR PAVING NEEDS FOR 2020

Name of Municipality: CITY OF STRAFFORD

STREET/ROAD NAMES	BEGIN	END	LENGTH (MILES)	MICRO OR PAVE
MADISON / PINE (North of INTERSECTION)				PAVE (+MILL)
MADISON / PINE (South of INTERSECTION)				PAVE (+MILL)
JEFFERSON / PINE (South of INTERSECTION)				PAVE (+MILL)
OLIVE / WASHINGTON CURVE (FROM TRAIN TRACKS SOUTH TO PAST DRIVEWAY OF 111 W. OLIVE)				PAVE

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