



# Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Agenda ~

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Thursday, May 16, 2013

8:55 AM

The Christian County Courthouse

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**Posted @ 12:00 AM on May 14, 2013**

Notice is hereby given that the Christian County Commission will meet in regular session at:

**100 W. Church Street**

**Room 100**

**Ozark, MO 65721**

**On: May 16, 2013**

## **I. Convene**

## **II. Agenda**

**All Items on the Agenda include the Opportunity for Board Consideration, Discussion, And Possible Action**

8:55 AM Kay Brown

**Re: Approve Minutes & Financials**

9:00 AM Donovan Dobbs

**Re: V.O.C.A. Grant Application**

10:00 AM Spencer Jones-Great River Associates

**Re: Pre-Bid Meeting Riverdowns**

## **III. Adjournment**

<b>VOCA CERTIFIED ASSURANCES &amp; SPECIAL CONDITIONS</b>
<b>AGENCY NAME:</b> «Applicant_Agency»
<b>PROJECT TITLE:</b> «Project_Title»

The Subgrantee is subject to compliance with the following assurances:

1. **Laws, Orders, Circulars and Regulations:** The Subgrantee agrees to comply, and assure that all its subcontractors will comply, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; the Victims of Crime Act (VOCA) of 1984, 42 U.S.C. 10603 (a)(2) and (b)(1) and (2) and the applicable Program Guidelines and Regulations; the Missouri Department of Public Safety VOCA Request for Proposal and Application Packet for the specified contract period; the financial and administrative requirements set forth in the current edition of the Office of Justice Programs Financial Guide; and all other applicable federal and State laws, orders, circulars or regulations as they pertain to the use of VOCA and match funds.
2. **Services to Victims of Domestic and/or Sexual Violence and their children:** The Subgrantee, if providing services to victims of domestic and/or sexual violence and their children through this contract, shall comply with the service standards and guidelines set forth by the Missouri Coalition Against Domestic and Sexual Violence Service Standards and Guidelines for Domestic Violence Programs and/or Sexual Violence Programs, as they relate to the provision of services required herein.
3. **Services to All Other Victims of Crime:** The Subgrantee, if not primarily providing services to victims of domestic and/or sexual violence through this contract, shall comply with the program standards and guidelines set forth by the Missouri Department of Public Safety Crime Victim Services Unit Program Standards and Guidelines, as they relate to the provision of services required herein.
4. **Civil Rights information:** The Subgrantee agrees to collect and maintain information on race, sex, national origin, age, and disability of recipients of assistance, where such information is voluntarily furnished by those receiving assistance.
5. **Coordination of activities:** The Subgrantee shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
6. **Non-Supplantation:** The Subgrantee assures that federal VOCA funds made available will not be used to supplant state and local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for the activities of this project.
7. **Data Collection:** The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs.
8. **Access to Records:** The Subgrantee authorizes the Missouri Department of Public Safety and/or the Office for Victims of Crime and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the VOCA grant.
9. **Equal Employment Opportunity Program:** The Subgrantee assures that, if required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301 et.seq., it will submit a certification to the Missouri Department of Public Safety that it has a current EEO on file that meets the requirements therein.
10. **Drug-Free Workplace Act of 1988:** The Subgrantee assures that it will comply, and all its subcontractors will comply, with the Drug-Free Workplace Act of 1988. The Law further requires that all individual contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
11. **Discrimination Prohibited:** The Subgrantee assures that it will comply, and all its subcontractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789 (d), or the Victims of Crime Act (as applicable) which prohibits discrimination in federally funded programs on the basis of race, color, national origin, religion or sex; Title VI of the Civil Rights Act of 1964, as amended which prohibits discrimination on the basis of race, color, or nation origin (includes limited English proficiency – LEP) in federally funded programs; Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination in federally funded programs on the basis of disability; Subtitle A, Title II of the Americans with Disability Act (ADA) (1990) which prohibits discrimination on the basis of disability; Title IX of the Education Amendments of 1972 which prohibits discrimination in federally funded programs on the basis of sex; the Age Discrimination Act of 1975 which prohibits discrimination in federally funded programs on the basis of age; Department

of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination 28 CFR Part 35 and Part 39.

The Subgrantee assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin (including limited English proficiency), age, disability or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Civil Rights (OCR) of the Office of Justice Programs, U.S. Department of Justice.

12. **Limited English proficiency (LEP):** The Subgrantee assures that, in accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). "Meaningful access" will generally involve some combination of oral interpretation services and written translation of vital documents.
13. **Faith-based Organizations:** Such organizations applying for and receiving federal funds must ensure that services are offered to all crime victims without regard to religious affiliation, that federal funds are not used for inherently religious activities – that these activities must be held separately from the federally funded activities and that the receipt of services is not contingent upon participation in a religious activity or event.
14. **Audit Requirement:** An audit is required for the Agency fiscal year when FEDERAL financial assistance (which consists of ALL funds received the Federal Government or federal funds passed through state agencies), of \$500,000 or more is expended by the applicant agency. If an audit is required, applicant assures that such audit will be submitted to the MO Dept. of Public Safety, Office of the Director. If applicant receives multiple grants through the MO Dept. of Public Safety and a current audit has already been submitted, a letter from applicant with the corresponding audit dates can be submitted in lieu of a copy of the audit.
15. **Timesheets Requirement:** The applicant assures that, all project personnel funded through the VOCA grant (federal or local funds) will maintain timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to DPS personnel upon request.
16. **Historic Preservation Act:** Subgrantees must be in compliance with the National Historic Preservation Act (16 USC 470) stating that you must consult the State Historic Preservation Officer to identify protected properties and agree to avoid or mitigate adverse effects to such properties.
17. **Fair Labor Standards Act:** All recipients of federal funds will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
18. **Client-Counselor Confidentiality:** The Subgrantee assures that they will maintain confidentiality of client-counselor information as required by state and federal law
19. **Confidentiality of Research Information:** The Subgrantee assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with VOCA. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding. See Section 1407(d) of VOCA codified at 42 U.S.C. 10604.
20. **Injury or Damage:** The Subgrantee agrees that they will be responsible for any and all injury or damage as a result of any service rendered under the terms and conditions of the contract. In addition to the liability imposed upon the Subgrantee on the account of personal injury, bodily injury (including death) or property damage suffered as a result of the Subgrantee's performance under the contract, the Subgrantee assumes the obligation to save the Department of Public Safety (DPS) and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify DPS and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subgrantee also agrees to hold DPS and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Subgrantee under the terms of the contract.
21. **Printed Materials:** All materials and publications (written, visual, or sound) resulting from award activities shall contain the following statements: "This project was supported by funding made available through the Victims of Crime Act administered by the Missouri Department of Public Safety, Office of the Director." The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director.

22. **Relationship:** The Subgrantee agrees that they will represent themselves to be an independent Subgrantee offering such services to the general public and shall not represent themselves or their employees to be employees of the Office of the Director or the Department of Public Safety. Therefore, the Subgrantee shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agree to indemnify, save, and hold the Office of the Director and the Department of Public Safety, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
23. **Law Enforcement Certification:** If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with sections 590.100 to 590.180, RSMo. Section 590.180, subsection 2 states that "any law enforcement agency which employs a peace officer who is not certified as required by sections 590.100 to 590.180 shall not be eligible to receive state or federal funds which would otherwise be paid to it for purposes of training and certifying peace officers or for other law enforcement, safety or criminal justice purposes."
24. **Uniform Crime Reporting and Racial Profiling:** If the Subgrantee is a law enforcement agency, the Subgrantee assures that the agency is in compliance with the provisions of Section 43.505, RSMo relating to uniform crime reporting, and Section 590.650, RSMo relating to racial profiling.
25. **Intoxication-Related Traffic Offenses:** If the Subgrantee is a law enforcement agency, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward arrest information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

If the Subgrantee is a county prosecuting attorney or municipal prosecutor, the Subgrantee assures it is in full compliance with the provisions of Section 577.005, RSMo relating to the adoption of a written policy to forward charge information for all intoxication-related traffic offenses to the central repository as required by section 43.503, RSMo.

26. **Code of Professional Ethics:** The Subgrantee shall comply with and assures that the program adheres to the Missouri Department of Public Safety Code of Professional Ethics for Victim Service Provider Subgrantees.
27. **Victims' Rights Compliance:** The Subgrantee assures that it will provide the eligible direct victim services, as may be required, set forth in Missouri's Constitutional Amendment for **Victims' Rights and Section 595.209, RSMo**. (These eligible direct victim services do not include general witness assistance).
28. **Criminal Activity:** The Subgrantee assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Subgrantee shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Subgrantee must promptly refer to the Department of Justice, Office of Inspector General and/or the Missouri DPS any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either:

1. Submitted a false claim for grant funds under the False Claims Act or
2. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General  
Office of Justice Programs and Investigations Div.  
950 Pennsylvania Avenue, N.W., Room 4706  
Washington, D.C. 20530

Missouri Department of Public Safety  
Office of the Director  
Attention: **Crime Victim Services Unit**  
P.O. Box 749  
Jefferson City, MO 65102-0749

**For recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the DPS by mail at the above noted address.**

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

29. **Lobbying:** Subgrantee understands and agrees that it cannot use any federal or state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and obtain necessary certifications from those consortium participants and contractors.

The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or contractor or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

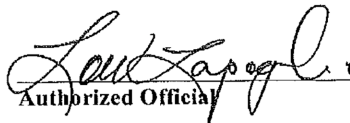
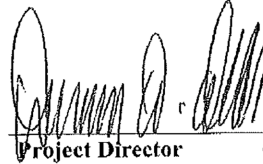
30. **Texting While Driving:** Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages sub-recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
31. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.
32. **Fund Availability:** It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
33. **Debarment, suspension, and other responsibility matters (direct recipient):** As required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary Covered transactions, as defined at 28 CFR Part 67, Section 67.510
1. The Applicant certifies that it and its principles:
    - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
    - b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
    - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default; and
  2. Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
34. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subgrantee. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subgrantee under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of

Missouri. The Subgrantee shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

In the event that the Missouri Department of Public Safety determines that a Contractor is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. If this occurs, the Contractor has the right to an appeal hearing. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.

- 35. **Annual Performance Report:** The Subgrantee agrees to provide information on the activities supported and an assessment of the effects that the VOCA victim assistance funds have had on services to crime victims for a one year period October 1 through September 30. This information will be submitted annually on the DPS "VOCA Annual Performance Report" no later than October 15 of each year.

The Subgrantee hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the contract application.

 Authorized Official	5-16-13 DATE	 Project Director	5-16-13 DATE
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Attachment: 2013-2015 VOCA GRANT (1058 : V.O.C.A. Grant Application)

**RIVER DOWNS WEST - WASTEWATER TREATMENT PLANT  
Pre-Bid Meeting Agenda**

Christian County Commission Office  
10:00 AM, Thursday, May 16, 2013

1. Introductions
2. Pre-Bid Meeting Introduction
  - a. Pre-bid meeting sign in sheet
  - b. Audio recording of pre-bid meeting
  - c. Project Location:
    - i. The project is located in River Downs West Subdivision in Christian County, MO. The subdivision is located along State Highway AA just northwest of Nixa, MO.
  - d. Project Description:
    - i. The construction of one complete alternating aerobic-anoxic (AAA) activated sludge wastewater treatment facility to provide advanced treatment of the daily wastewater flow. The treatment facility shall include a plant enclosure, a bar screen, an equalization tank, a primary aeration basin (aBBR), polishing aeration basin/final clarifier/sludge holding tank (tri-tank), a UV disinfection system, and a Parshall flume for flow rate measurement, as well as all the necessary plumbing, piping and mechanical equipment.  
Project Owner: Christian County
3. Electronic Documents
  - a. Bids will be accepted from registered plan holders only.
  - b. Contract Documents available on CD from GRA
4. Bid Opening
  - a. Bid opening held at 10:00 AM on Thursday, May 30, 2013 at same location.
  - b. Forms to be turned in with bid
    - i. Turn in Signature of Bidder, Noncollusion Affidavit, Bid Form, Bidder's Acknowledgment, and Bid Bond forms with bid. Bids shall be submitted with Name of Contractor, Name of Project, Name of Owner, Address of Owner, and Date/Time of Bid Opening clearly marked on the outside of a sealed envelope.
  - c. All bidder's must execute the Non-Disclosure affidavit with Frontier Environmental Technologies
5. Addenda and Interpretations
6. Time of Completion and Liquidated Damages
  - a. Project Fully Complete on or before November 15, 2013
  - b. 

<u>Days of Violation</u>	<u>Amount of Penalty</u>
1 to 30 Days	\$500 Per Day
31 to 90 Days	\$1,000 Per Day
91 Days and Above	\$2,500 Per Day
  - c. Rain day requirements
7. Warranty Period on Project
8. Retainage
9. Alternative Suppliers Must Be Pre-Approved
  - a. Parshall Flume by Jacobs Manufacturing - awaiting MoDNR approval
10. Frontier Scope of Work and Fee

11. WWTF Enclosure

The aBBR, Tri-tank, UV and flow measurement, along with all the mechanical and control components, will be enclosed within an 8" split-face block building that gives at least 7' of headspace above all potential walkways. In addition, the building must have fans and vents that provide a minimum air-exchange rate of one full exchange every four minutes. HVAC must be provided for the room housing the control panel and associated electronics, and adequate lighting should be provided throughout. Footings, egress, and roof load design must abide by Christian County Building Codes. Contractor is responsible for all plans, designs, applications, and permit fees associated with this enclosure.

12. Existing WWTF Closure Plan

13. Contractor's Questions





# CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100  
Ozark, Missouri 65721  
Phone: 417-581-2112 • Fax: 417-581-5924

**Lou Lapaglia**  
Presiding Commissioner

**Bill Barnett**  
Western Commissioner

**Ray Weter**  
Eastern Commissioner

May 16, 2013

RE: Request for Proposals Regarding Temporary Note for River Downs West  
Neighborhood Improvement District

Dear sir or madam,

Christian County, Missouri (the "County") is considering the issuance of a temporary note pursuant to Section 67.471 RSMo., as amended, to pay certain costs related to a sewer improvement project in the River Downs West Neighborhood Improvement District. It is anticipated that the amount of the temporary note will not exceed \$905,000, with a maturity date of December 31, 2013. After completion of the project, the total costs of the sewer improvement project will be calculated and the County will issue bonds in accordance with Chapter 67 RSMo., as amended, in the amount of the total costs with a portion of the proceeds of such bonds being used to pay the principal and interest due on the temporary note. It is anticipated that the temporary note will be issued prior to July 1, 2013.

The County will consider proposals for the purchase of such temporary note to provide the funds for the construction of the sewer improvements. If your firm decides to submit a proposal, please include details in your proposal regarding all interest amounts payable pursuant to the temporary notes and any other costs and fees that will be charged in regard to the purchase of the temporary note. (including such costs as underwriting costs, preparation of any offering documents, legal fees, paying agent/trustee fees, CUSIP assignment fees or any other type of cost or fee).

Carson Elliff, with the law firm of Yates, Mauck, Bohrer, Elliff & Fels, P.C., as special counsel, shall provide an opinion that the interest payable pursuant to the temporary note shall be tax exempt, and the financing will be bank qualified. The fee for special counsel will be paid from the proceeds of the temporary note.

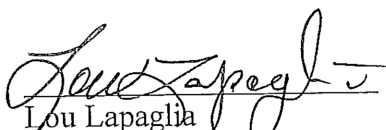
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Your financial institution is invited to provide a written proposal directed to:

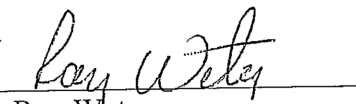
Christian County Commission  
Attention: Julia Maples Administrative Assistant  
100 W. Church Street Room 100  
Ozark, Missouri 65721

no later than 12:00 p.m. on Wednesday May 29, 2013. The County reserves the right to waive irregularities and to reject any and/or all proposals. The County also reserves the right to waive any and all informalities in any proposal, to take any action adjourning or postponing the acceptance of any proposal regarding the issuance of the temporary note or to take any other action the County may deem to be in the best interest of the County.

If you have any questions or to request other information for the County, do not hesitate to contact Julia Maples (417)-582-4300, or Carson Elliff (417) 883-7411.

  
Lou Lapaglia  
Presiding Commissioner

  
Bill Barnett  
Western Commissioner

  
Ray Weter  
Eastern Commissioner

Attachment: Financing letter Riverdowns West (1059 : Pre-Bid Meeting Riverdowns)