



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Monday, June 22, 2015

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
Cheryl Mitchell	Assistant	Present	8:50 AM
Julia Maples	Administrative Assisstant	Absent	
Mary Argiso	Assistant	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell,

The Commission met to approve the agenda for Monday, June 22, 2015.

Presiding Commissioner Weter entertained a motion for approval.

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-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell

The Commission met to approve the minutes for Thursday, June 18, 2015.

There were no financials presented.

Presiding Commissioner Weter entertained a motion for approval.

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 Phil Amtower-Emergency Management

Bid Opening - Bid Opening-Response Trailer

The meeting was attended by Commission Secretary Cheryl Mitchell and Mr. Phil Amtower Emergency Management Director.

The Commission met with Mr. Amtower regarding the Bid Opening for the Response Trailer

Meeting began with Commissioner Weter presenting the single bid received from Sutter Trailer Sales LLC, for the purchase of a response trailer in the amount of \$6300.00. Commissioner Weter asked Mr. Phil Amtower if he recommends the bid proposal. Mr. Amtower said yes.

Presiding Commissioner Weter entertained a motion to accept the bid from Sutter Trailer Sales LLC.

Motion/Vote - 9:30 AM Dwight McNeil-Sheriff

Discussion - Emergency Call Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell, Sheriff Dwight McNeil, Ms. Amelia Wigton - Headliner Newspaper,

The Commission met with Sheriff McNeil to discuss a requisition about an Emergency Call.

Discussion began with Sheriff McNeil stating that due to a fraudulent call made some time last year, when the deputies responded to the 911 call at Mr. Mackey's home, (who was not at home at the time), evidently forced entry was made into the home by the officers causing damage to Mr. Mackey's front door. Former sheriff Mr. Joey Kyle agreed to cover the cost of the door however Mr. Mackey never received reimbursement. Sheriff McNeil has submitted a requisition for payment on the order for the door.

Presiding Commissioner Weter entertained a motion to process payment for the replacement of Mr. Mackey's Door.

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 Todd Wiesehan-Planning & Development

Discussion - Hearing & Possible Decision-Solar Farm (This Meeting Will be Held in the Planning & Development Office)

The meeting was attended by Commission Secretary Cheryl Mitchell, Mr. Todd Wiesehan Planning & Development, Ms. Hanna Smith - Headliner Newspaper, Mr. David Bunge - Cypress Creek Renewables, Mr. Jeremiah Bridges - Cross Discipline Engineering, Mr. Lawrence Aubry, Ms. Jan Sydow, Mr. Darwin Trivitt, Ms. Pam Nagel, Mr. Tim Nagel, Ms. Jo Maples, Shannon Bryant, Mr. Bob Beaber, Mr. Brian Dixon.

The Commission met regarding a hearing & possible decision regarding the Solar Farm in Nixa Missouri.

The hearing began with Mr. Todd Weieshan seeking the Commission to issue an Order of Approval to authorize the establishment of a solar energy facility at the 72 acre site located at State Highway 14 and Hazel Run Road with Cypress Creek Renewables.

Cypress Creek Renewables intends to develop a 7.92 megawatt solar power generation site near the city limits of Nixa Missouri. The current property zone is currently zoned A-1. Cypress Creek Renewables would enter into a 25 year power purchase agreement with Nixa. This agreement would be for a fixed price for the next 25 years.

The Site Development Plan is as noted:

1. Requires clearing and grubbing as needed to prepare the area for placement of the solar arrays.
2. An existing 3000 square foot hay barn will be removed.
3. Coverage added to the 72 acres will be an estimated 2400 square feet for the concrete securing the posts. The individual modules are a maximum height above the grade of 12 feet.
4. The site calls for 6 foot tall chain linked fence topped with 3 strands of barbed wire around the perimeter of the site.
5. Access to the site will have a 24 foot wide gate. MoDot will consult regarding site distance and placement requirements.

Possible issues of consideration were discussed: 1. Stormwater management 2. Soil and erosion control 3. Buffering 4. Floodplain 5. De-commissioning 6. Compatibility 7. Health Concerns exposed to electric & magnetic field 8. Property Values 9. Glare and Heat island effect.

Note: Nixa City Administrator has issued a letter to the Commission noting the City's full support for the project.

Project recommendations are as noted:

1. Construction plans for the Solar Energy facility must be compiled by a licensed engineer and submitted to the Christian County Planning & Zoning Department for approval.
2. Appropriate building, and grading permits must be obtained from Christian County.
3. All other Christian County Building & Zoning Regulations must be adhered to.

4. A detailed landscaping plan must be submitted for approval to the County Commission for the type and placement of vegetative buffering along the perimeter of the subject property to provide a visual barrier to the Project.
5. If the use of the solar panels & appurtenant equipment associated with the Solar Energy Facility are not used for 24 consecutive months to generate electrical power, the landowner or the lessee of the property must dismantle the solar panels, associated equipment and structures and remove them from the subject property within 180 days.

Open discussion began with Mr. Bunge presenting an overview about solar energy and that it is currently active in 9 states. He spoke of the long term projective in using solar energy sources. He mentioned the partnership with the City of Nixa is in agreement with the project, and would like to proceed with intent to start late fall thru the early part of next year. The overall impact will save the City of Nixa an estimated 1.4 million dollars over the 25 years. Commissioner Weter asked what percentage of power will be used? Mr. Bunge stated that 15 to 20% of city's load. Commissioner Weter asked are there any expansions planned for the future? Mr. Wiesehan responded there are none. Commissioner Weter asked who will care for the grounds maintenance? Mr. Bunge said it will be cared for by them. Commissioner Childers asked will someone be there daily? Mr. Bunge responded maintenance will be done on a quarterly basis. Security will be monitored by sensors on the fencing. He also noted the Inverters will be within the complex, not on the perimeters. Commissioner Childers asked how will it be connected with electrical power. Mr. Bunge responded the electrical design has not yet been picked by city. Commissioner Childers asked will it be above or under ground? Mr. Bunge it will be up to the city. Commissioner Barnett responded that if it is to go under ground then we will have to vote on it. Commissioner Weter would like to give others opportunity to ask question about the project. Citizen Brian Dixon said he had just purchased property and wanted to know why he wasn't notified by the city about the project? Commissioner Barnett responded that his realtor should have notified him. Mr. Dixon asked who do we go to address issues too? Commissioner Weter suggested that the city counsel in Nixa keeps minutes and to check with them. Mr. Tim Nagel asked are there any other solar farms in MO? Mr. Bunge said yes right now they are in Butler, Springfield, and six others cities. Mr. Nagel is concerned about safety with vehicles passing that area that have blind spots. Mr. Bunge said the site will have vegetative buffer which would provide a visual barrier at the ground level. Citizens are concerned with the property entrance related to the project which needs to be addressed by MoDot. Also they are concerned about auto accidents that have already occurred on the roads. Mr. Bunge responded the primary issue is that the City of Nixa decided this location was a good site due to the type of usage. Audience attendee asked where are the Solar panels feeding energy through. Mr. Bunge stated that the energy is feeding into the City of Nixa's distribution network. It will connect to the City's line and not thru the transmission. Commissioner Weter noted that this is an A1 property and it can be used for any type of agriculture and the land will not stay like this forever. The Commission is to decide if the property is an appropriate use for this project.

Commissioner Childers stated that there will be numerous permits that will need to be filed. Citizens feel that there must be other sites that would be a better location for the project. Citizens asked how many inverters will be set? Mr. Bunge believes it's 12. What recourse as a citizen do we have? Mr. Bunge replied to contact the planning and zoning department. Mr. Bunge commented that studies based on cities who already have solar energy have had no bad reports. Citizen asked about the glare. Mr. Bunge said it will be similar to a reflection from a body of water, the panels are like a mirror towards the sky. Citizens asked about flooding and asked will the hills remain the same? Mr. Bunge replied yes. Citizen asked How long will this project take? Mr. Bunge replied that the installation will take approximately 12 weeks.

Commissioner Weter said we have a decision to make about the appropriate use of the property, and since we don't have any stipulations regarding the site's differences concerning the private property therefore a decision cannot be made today. Mr. Wiesehan said that MoDot is to be in this discussion since they make any final decision. Commissioner Weter stated that we do not want to make any premature decision since there are concerns about the proposed stipulations. Commissioner Weter said that another meeting will be needed. Commissioner Weter said that the Planning and Development Department will need to reconsider and meet with MoDot. Commissioner Weter entertained a motion to tentatively set a meeting for next Monday, June 29, 2015.

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

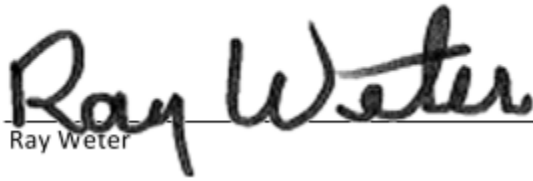
III. Adjournment

The meeting was closed at 11:22 AM
The Commission is adjourned until Thursday June 25, 2015.

Motion/Vote - 11:22 AM

- Motion to adjourn
Presiding Commissioner Weter set 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

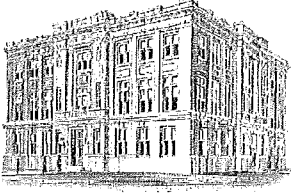
Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

Public Notice

The Christian County Commission will be accepting bids for a Utility Trailer for the Emergency Management Office. Please submit bid in a sealed envelope to the Commission office at 100 West Church Street, Room 100, Ozark, MO 65721 no later than 8:45 a.m. June 22nd, 2015. Bid opening will be promptly at 9:00 a.m. June 22nd. For specifications & more information call #417-582-4300 or email countycommission@christiancountymo.gov

Christian County Commission



Invitation to Bid

Return bid no later than: 8:45 a.m., 2015 Central Time

Product or Services Requested: Response Trailer

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: June 22nd, 2015

Bid Opening Time: 9:00 a.m.

Contact: Cheryl Mitchell Administrative Assistant
Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: countycommission@christiancountymo.gov

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN". If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent post or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address: faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather condition postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(5) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(6) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor, the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(7) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(8) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(9) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(10) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(11) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in

compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)
- Insurance (e.g., worker's compensation/unemployment compensation)

(12) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to Christian County terms and conditions render a vendor's bid non-responsive and remove it from consideration for award.

(13) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the vendor organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(14) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(15) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(16) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(17) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(18) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(19) Description of Product:

The vendor should present a detailed description of the product proposed on the Pricing Sheet (Page 16) in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(20) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(21) Billing and Payments:

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various office and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.** Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or service fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted a such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial. If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(22) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(23) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners. *The decision of the adjustment to the cost by Christian County shall be final and without recourse.*

(24) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contract.

(25) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(26) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.

The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles.

The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor.

The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an

audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(27) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County.

The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(28) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(29) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor may terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(30) Determination for Award:

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(31) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. A written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(32) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to county offices. Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

(33) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.
Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ray Weter, Presiding Commissioner
Bill Barnett, Western Commissioner
Sue Ann Childers, Eastern Commissioner

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Satter Trailer Sales LLC</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address <i>1421 N Massy Blvd</i>	IRS Form 1099 Mailing Address
City, State, Zip Code <i>Nixa, MO 65714</i>	City, State, Zip Code

Contact Person <i>Mark Love</i>	Email Address <i>mark.trailers@sbcglobal.net</i>
Phone number <i>417-724-8963</i> <i>cell</i> <i>417-7668346</i>	Fax number <i>417-724-8967</i>
Authorized Signature <i>Mark Love</i>	Date <i>6/9/15</i>
Printed Name <i>Mark Love</i>	Title <i>co-owner</i>

Attachment: 2015 Bid Utility Trailer for EM office (2305 : Bid Opening-Response Trailer)

Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)
Covered Wagon Cargo	85x20x7 TAIL Per Spec Sheet plus Radial Tires	1	\$6300 ⁰⁰

Attachment: 2015 Bid Utility Trailer for EM office (2305 : Bid Opening-Response Trailer)

Specifications

CERT Response Trailer

- 8.5 by 20 by 7 foot tall
- 36" Side Door w/ No Show Beaver Tail 16" Flap on Ramp Stepwell
- 4 Wheel Brakes
- 5200 lbs. Double Axles
- 16" O.C. Cross Members
- 2 5/16" Coupler
- 2000# A Frame Jack
- 4 Recessed D-Rings
- LED Tail Lights
- 7 Way Bargman Plug
- Color: Charcoal Gray (Screws to match outside color)
- Roof Vent
- 12 Volt Interior Light
- Frame Warranty at least 3 years
- 3/4" Plywood Floors
- 3/8" Plywood Walls
- Spare Tire
- 24" Stoneguard



Christian County Planning & Development Department Staff Report

Request for Permission to Establish a Public Utility Land Use

HEARING DATE: June 22, 2015

ENCLOSURES:

Letter from the Applicant
Project Description
Corporate Overview
Letter from City of Nixa
Maps
Site Plan

The Question at Hand

Shall the County Commission authorize the establishment of a solar energy generation facility at the 72 acre site located at State Highway 14 and Hazel Run Road?

Legal Authority

A solar energy facility is not specifically identified as a principal permitted use in any of the County's zoning districts. There are however, many other activities not specifically contemplated within our Regulations with respect to a particular zoning district.

The fact that this proposed use is intended to produce energy to be sold to the City of Nixa for the use of citizens served there clearly places it within the realm of a "public utility".

The General Provisions portion of our Zoning Regulations provides guidance appropriate to this circumstance. Article 4, section 4 of the County's Zoning Regulations titled "Public Utilities" states the following:

"Nothing contained in these Zoning Regulations shall prevent the location, erection, construction, reconstruction, change, alteration, maintenance, removal, use or enlargement of any building or structure of any public utility, whether publicly or privately owned, or the use of land by any public utility for the operations of its business as may have been or may hereafter be specifically authorized or permitted by a certificate of public convenience and necessity, or order used by the Public Service Commission, or by permit of the County Commission."

This provision of our Zoning Regulations is modeled after the enabling legislation found in section 64.620.3(3) RSMo.

In this case, the applicants, Cypress Creek Renewables and EFB, LLC have not been issued a certificate of Public Convenience and Necessity by the Public Service Commission and we are therefore left with the second option identified in our Regulations which is the pursuit of a permit from the County Commission.

If the County Commission feels this is an acceptable location for the placement of the proposed facility, an Order can be issued, formally "permitting" or authorizing the development.

As part of such an Order, the Commission may also wish to attach certain conditions which are intended to mitigate potential issues related to compatibility with neighboring properties, future development plans, environmental concerns, etc.

The Project

Cypress Creek Renewables intends to develop a 7.92 megawatt solar power generation site near the city limits of Nixa. It would enter into a twenty-five (25) year power purchase agreement with the City. The power purchased through this agreement would be at a fixed price for the next 25 years.

The applicant estimates a useful life of the equipment to be installed to be approximately 40 years.

The Proposed Site

The site consists of 72 acres of rolling hills with elevations varying 80 feet within the parcel.

The site contains large open areas utilized for hay as well as other smaller portions populated with trees.

The parcel also contains a Special Flood Hazard Area (floodplain) identified on the County's NFIP map.

An easement bisects the site north to south for power lines leading to the substation located on the north side of Hwy 14.

Site Development Plan

Development of the site will require clearing and grubbing as needed to prepare the area for placement of the solar arrays. An existing hay barn at the site will be removed. The applicant states that no mass grading will occur thereby retaining natural pre-development drainage patterns and that the site will be re-seeded with a low growing variety of grass requiring minimal amount of maintenance.

The individual PV modules will be mounted to vertical posts inserted into the ground.

The impervious coverage added to the 72 acre site will be 2400 square feet for the concrete securing the posts. This is less than 1% of the total 72 acres. The footprint of the barn which would be removed is approximately 3000 square feet.

A description of the individual modules indicates a maximum height above grade of 12 feet.

The applicants site plan calls for 6 foot tall chain link fence topped with 3 strands of barbed wire around the perimeter of the site, set back from the property line or adjoining right of way (number) feet in order to allow a buffer area which will be planted with (description of planting options) in those areas where existing buffering vegetation is not already present.

Access to the site is to be provided by a 24 foot wide gate located at an access point from Hwy 14. This point of access would need to be approved by MoDOT in terms of its location, construction specs and any ROW acquisition required.

Issues of Possible Consideration

Stormwater Management

Based on the information provided at this time, the amount of impervious coverage being added to this is minimal. While the collective surface area of the panels is quite large, the ground beneath and between them remains open, providing essentially the same impervious area for natural absorption and infiltration as currently exists.

Soil and Erosion Control

The area to be cleared or grubbed is substantial and will require that the developer obtain a Soil and Erosion Control Permit through the County. This will be accompanied by a Stormwater Pollution Prevention Plan (SWPPP) which will be reviewed by the County Engineer and monitored for installation and maintenance of BMPs for the duration of the permit.

Buffering

The height of the solar modules is not expected to exceed 12 feet. The developer has incorporated the placement of a vegetative buffer into the site plan which would provide a visual barrier at the ground level. The natural contours of this large site would however leave portions unobscured at a distance. It would be advisable for the Commission to include specific conditions regarding buffering as part of any Order granting approval of the project.

Floodplain

While portions of the site lay within the SFHA, the preliminary site plan suggests that solar modules will not encroach into that area. Arguably, it would be acceptable for some degree of encroachment as we would not look at the solar modules as a “structure” within the definitions of the NFIP. Such encroachment, including grubbing and clearing within the SFHA would require that the developer obtain a Floodplain Development Permit.

Decommissioning

As part of the contract with the land owner, the developer has an agreement to remove the system at the end of its useful life. It may be advisable to include a condition regarding removal as part of any Order granting approval of the project which specifies that if the equipment remains dormant and unused for 24 consecutive months, the equipment must be removed.

Compatibility

The parcel currently lays undeveloped residentially and quiet with little maintenance other than haying as needed.

Following development, the site would be expected to remain quiet, with occasional routine maintenance and would be populated with low profile solar panels. Ground mounted solar PV array inverters and transformers make a humming noise during daytime, when the array generates electricity. At 50 to 150 feet from the boundary of the arrays, any sound from the inverters is inaudible. In the evening there would be no sound at all.

Health Concerns

Utility scale installations of this type of infrastructure often bring questions related to possible adverse health effects. In this case the concern would be Electromagnetic Field (EMF) exposure for those living near the site. Staff has researched this issue and found the following:

- People are constantly exposed to electric and magnetic fields (EMFs) from a variety of natural and human-made sources.
- The current scientific consensus is that no causal relationship exists between exposure to low-level power frequency EMFs and any adverse health effects including childhood cancer.
- Protective guidelines exist limiting public and occupational exposure to harmful short-term exposures to very high levels of EMFs that can be harmful to human health.
- Health protection guidelines established by the International Commission on Non-Ionizing Radiation Protection (ICNIRP) suggests that the general public not

be exposed to static magnetic fields in excess of 4 million milligauss or power frequency magnetic fields in excess of 830 milligauss.

- EMFs are strongest close to a source, and their strength rapidly diminishes with distance from it. Field strength is generally proportional to the inverse cube of the distance.
- Power inverters used in this type of project can produce significant power-frequency magnetic fields measurable within distances of three feet, often times approaching half of the ICNIRP's threshold for exposure to power-frequency magnetic fields for the general public.
- At a distance of ten feet the field strength from the types power inverters used in the solar industry would fall to approximately 3 milligauss — a level comparable to common household appliances. The proposed locations for power inverters at the Cypress Creek site are more than 130 feet away from the closest residences.
- The potential theoretical EMFs produced by the proposed Cypress Creek photovoltaic array would likely be indistinguishable from background levels produced by other human and natural sources at the perimeter of the site's security fence and therefore are not a concern to public health for neighboring residences.

Appendix A to this report contains more detailed information on possible health effects.

Property Values

No research was found specific to ground mounted solar PV and property values. Ensuring that buffering is established would be a worthwhile consideration. A review of literature shows little evidence that solar arrays influence nearby property values. An analysis focused on roof mounted solar PV done by the U.S. Department of Energy, Lawrence Berkley National Laboratory concludes that household solar installation actually increases home property values.

Glare and Heat island effect

Solar panels are designed to reflect only about 2 percent of incoming light. They are specifically intended to absorb solar energy in order to convert it to electricity. The glass used for solar modules has less reflectivity than water on a pond or lake or than the glass used for windows.

There is no available evidence to indicate that there would be a “heat island” effect caused by an installation such as Cypress Creek. There should be no effect of change to the ambient temperatures in the area around the site. The solar energy impacting the ground would be either absorbed and converted or reflected. The aggregate amount of actual material comprised by the sum of the solar panels is fairly small which means that there is a practical limit to the amount of heat which could be stored. A heat island is more common in areas where many large physical structures are grouped together.

Comments

City of Nixa

City Administrator, Brian Bingle has issued a letter to the Commission noting the City's full support for this project. On Monday June 15, 2015 the Nixa City Council voted to move forward with the project pending approval from the County Commission.

Building Inspections

Development of this project would be subject to applicable inspections under the County's adopted Building Regulations.

Recommendations

If the County Commission chooses to issue an Order of Approval, staff would suggest that the following conditions be included as well as any other conditions the Commission deems appropriate:

1. Construction Plans for the Solar Energy Facility must be compiled by a licensed engineer and submitted to the Christian County Planning and Zoning Department for Approval.
2. Appropriate building, and grading permits must be obtained from Christian County.
3. All other Christian County Building and Zoning Regulations must be adhered to.
4. A detailed landscaping plan must be submitted for approval to the County Commission for the type and placement of vegetative buffering along the perimeter of the subject property to provide a visual barrier to the Project.
5. If the use of the solar panels and appurtenant equipment associated with the Solar Energy Facility are not used for 24 consecutive months to generate electrical power, the landowner or the lessee of the property must dismantle the solar panels, associated equipment and structures and remove them from the subject property within 180 days.

Todd M. Wiesehan,
Executive Secretary
Christian County Planning and Zoning Commission