

Christian County Commission

October Term

~ Minutes ~ 9:00 AM

The Christian County Courthouse

I. <u>Convene</u>

Thursday, December 31, 2015

The meeting was called to order at 9:10 AM by Presiding Commissioner Ray Weter

A. <u>Roll Call</u>

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	9:10 AM
Bill Barnett	Western Commissioner	Present	9:10 AM
Sue Ann Childers	Eastern Commissioner	Present	9:10 AM
Nikki Thiessen	Assistant	Present	9:10 AM
Ashley Hannah	Secretary	Present	9:10 AM

II. <u>Agenda</u>

Motion/Vote - 9:12 AM Christian County Commission

Discussion - Approve Agenda

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Treasurer Karen Matthews, Clint Ellingsworth, and Mrs. Clint Ellingsworth.

Presiding Commissioner Weter entertained a motion to approve the agenda for December 31, 2015.

Treasurer Karen Matthews submitted a list of documents destroyed by the Treasurer's office to be recorded in the minutes.

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

Motion/Vote - 9:15 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Clint Ellingsworth, Mrs. Clint Ellingsworth, and Treasurer Karen Matthews.

No minutes to approve.

Presiding Commissioner Weter entertained a motion to table the approval of financials until the Transfer to COLE documents are provided by the Auditor.

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

Motion/Vote -

Motion to Resume Discussion of Financials Presiding Commissioner Weter entertained a motion to resume discussion of financials.

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

Motion/Vote -

Transfer to Cole

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, County Clerk Kay Brown, and Auditor Lacey Hart.

Certified Court Order 12-31-15-01-A contains a typographical error, preventing a vote. County Clerk Kay Brown will be bring a corrected court order.

Corrected Certified Court Order 12-31-15-01-B, transfer in \$200,000 from L.E.S.T fund to COLE fund.

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

Motion/Vote - 9:20 AM Christian County Commission and Fremont Hills

Discussion - IGA Building Inspection

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Clint Ellingsworth, Mrs. Clint Ellingsworth, and PND Administrator Todd Wiesehan.

IGA between Christian County and City of Fremont Hills to provide building inspection services for the city. This is a renewal of the current agreement. County Counselor John Housley has approved the document which is updated to include the recently adopted building codes.

Presiding Commissioner Weter entertained a motion to renew the IGA between Christian County and City of Fremont Hills.

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

Motion/Vote - 9:25 AM Todd Weisehan-Planning and Development

Right of Way Dedication - Right of Way Dedication-Crabapple Rd-Selmore Special Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Clint Ellingsworth, Mrs. Clint Ellingsworth, and PND Administrator Todd Wiesehan.

Lynette Bryant, owner of real property on Crabapple Road in the Selmore Special Road District has executed a Right of Way deed to Christian County.

Commissioners reviewed the Right of Way documents and all documents were in order.

Presiding Commissioner Weter entertained a motion to approve the Right of Way dedication at Crabapple Road.

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

Motion/Vote - 9:31 AM Kenny Coates-Building Maintenance

Discussion - Water Heater and Water Softner Bid Questions-Draper Plumbing Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Bob Rubino, Supervisor Kenny Coates, Supervisor Richard Teague, Tim Draper, and Brad Jackson.

Presiding Commissioner Weter verified that the formal agreement presented to the Commission is the same as the initial bid discussion.

Commissioner Childers asked about the terms of the warranty. Mr. Draper explained the warranty terms and the service agreement.

Presiding Commissioner Weter asked Mr. Draper to have Chem Aqua create a contract for the water softener tanks to present to the Commission to review. Agreement would then need to be presented to the County Counselor for approval before water softener contract can be accepted.

Mr. Draper said that once the agreement was approved, it would take approximately six weeks to install the water softener. Installation of the piping for the water heaters could begin within two weeks, but the installation of the water heaters would have to wait until the softeners are installed.

Presiding Commissioner Weter entertained a motion to accept the bid on the water heater and the installation.

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

Motion/Vote - 9:45 AM Brad Jackson-Citizen

Discussion - Chapter 353 Tax Abatement

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Bob Rubino, Brad Jackson, Assessor Danny Gray, and Amber Duran.

Mr. Gray presented the details of two court orders for two parcels.

First parcel: Previous assessment of parcel 11-0.6-23-03-027-03.002 was \$119, 017, current assessment value is zero.

Second parcel: Previous assessment of parcel 11-0.6-23-003-027-003.000 was \$20,630, current assessment value is \$8,290.

Mr. Gray said the City of Ozark has approved the tax abatement. County Commission's role is to validate the city's action.

Mr. Jackson had no comments.

Presiding Commissioner Weter entertained a motion to sign off on the Chapter 353 tax abatement.

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

Motion/Vote - 10:00 AM Brad Cole-Christian County Sheriff

Bid Opening - Bid Opening-Removing Police Equipment from Sheriff's Vehicles Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Sheriff Brad Cole, and Bob Rubino.

Bid opening for provider of services to remove police equipment from Sheriff's vehicles. The Commission reviewed one bid.

Nroute Enterprises presented bid for \$185.00 per vehicle for equipment removal. Sheriff Cole reviewed the documents and recommended the Commission approve the bid.

Presiding Commissioner Weter entertained a motion to accept the bid for removal of police equipment.

Bob Rubino asked Mr. Cole if the bid specified that the wiring be removed from the vehicles and not just cut. Answer: Yes, it was specified that the wiring will be removed.

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

Motion/Vote - 10:15 AM Barb Stillings-Christian County Circuit Clerk

Bid Opening - Bid Opening-Document Imaging Service Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Barb Stillings, and Amy Fite.

Bid opening for provider of Document Imaging Service. The Commission reviewed one bid.

American Micro Company presented bid. The bid contained individual fees for different services.

Presiding Commissioner Weter asked Ms. Stillings if she would need time to review the bid.

Ms. Stillings said that American Micro Company is the current provider of services. She is satisfied and recommends that the Commission accept the bid. She will select the services that best fit her needs within her budget.

Presiding Commissioner Weter entertained a motion to accept bid from American Micro Company.

Commissioners initialed the agreement.

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

Motion/Vote - 10:30 AM Amy Fite-Christian County Prosecuter

Discussion - Annual Report

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Amber Duran, County Prosecutor Amy Fite, and Judge Craig Carter.

Ms. Fite presented the annual report for 2015 to the Commission. She is pleased with the operation of her office and the commitment of her staff and the services they provide to the citizens of Christian County.

The prosecutor's office saw an increase in felony charges for 2015. Most offenses are drug related. Ms. Fite said the offic e has also seen an increase in complex serious crimes.

(Crimes against children are up, then crimes against adult, then property and tax,)

The office received an increase in the total of charges referred from law enforcement. Of the 5,700 referrals, only 622 were refused by the prosecutor's office.

Twenty-fifteen saw an increase in dispositions. A total of 2,436 counts where a defendant pled guilty. Twenty-seven counts heard by a court with resulted in a combination of guilty and not guilty verdicts. There were 1,400 other dispositions which were handled in a variety of other manners.

In 2015, there was a decline in bad checks collected and restitution to victims. This is attributed to a decrease in complaints due to decrease in check usage. In turn, the prosecutor is seeing an increase in credit card fraud.

In 2015, \$202,228 was collected in restitution, which does not include the money collected on bad checks. This amount is less than prior years, however, since 2011, \$1.1 million has been collected for victims.

Over \$200,000 has been collected on delinquent taxes. This is a decrease due to the amnesty granted in 2015 by the state where fees and penalties were waived. Since 2011, \$1 million has been collected.

Ms. Fite said a total of \$2.5 million has been collected for victims since 2011.

In 2015, 122 search warrants were reviewed. Ms. Fite said many search warrants are reviewed at 2 or 3 a.m. so that number is likely under-reported.

Preliminary hearings saw a slight increase in 2015 from the prior year. Of the total, only five counts were not bound over for trial.

There were 509 motions to revoke probation which was a significant increase over prior years.

The number of referrals for child support has stayed the same from years past.

Presiding Commissoner Weter asked Ms. Fite if they were operating with a full staff. Answer: She said they have a vacancy in the Investigators position, which has been unfilled for a while. This is a joint position, shared with the Sheriff's office. They plan to begin interviews to fill that position soon. Her other vacancy, the Assistant Prosecutor position that was vacated in December 2015 has been filled. The new Assistant Prosecutor is expected in March 2016. Presiding Commissioner Weter commended Ms. Fite on her quality work and attention to detail.

III. <u>Adjournment</u>

The meeting was closed at 1:50 PM

Motion/Vote -

Adjourn

The County Commission has completed the scheduled meeting for today and will resume session January 4, 2016.

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



Presiding Commissioner, Ray Weter

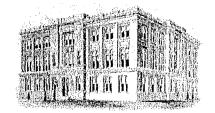
Western Commissioner, Bill Barnett

Ann Childers

Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

Christian County Treasurer's Office Karen Matthews – Treasurer 100 W. Church Street, Room 209 Ozark, MO 65721 Phone: 417-582-4348 FAX: 417-581-1191 Email: karenmatthews@christiancountymo.gov



Date: December 31, 2015

Reference: List of Destroyed Documents

To: Christian County Commission

In the attached documents, you will find a list of items that the Christian County Recycle Department picked up to destroy. I would like for this to be recorded in the Christian County Commission minutes.

Thank you, Kaun Matthews

Karen Matthews Christian County Treasurer

DESTROYED RECORDS 2009

Jan-Dec 2009 **ACH Transmittal Registers** Jan-Dec 2009 Bank Rec for Co-Rev Account (Fire, Road, School and Total Refund Reports) Jan-Dec 2009 Bank Rec for CERF Account Jan-Dec 2009 Bank Rec for School Account Jan-Dec 2009 Bank Statement for Co-Rev Account Jan-Dec 2009 Bank Statement for CERF Account Jan-Dec 2009 Bank Statement for School Account Dec 2009 **Riverside** Inn Jan-Dec 2009 **Bill of Costs** Jan-Dec 2009 Billings Special Road G.L Reports & Faxes Jan-Aug 2009 CD Paperwork (Building Bond, C2, Co-Rev, Sparta & Stoneshire) Jan-Dec 2009 CD Paperwork for Billings Apr, Jul, Oct 2009 Cable Franchise Fees Jan-Dec 2009 **Check Requests for Domestic Violence** Jan-Dec 2009 Check Stubs for Co-Rev Account #3340-3826 Jan-Dec 2009 Check Stubs for School Account #1990-2191 Jan-Dec 2009 Collector's Monthly Reports and Worksheets Jan-Dec 2009 Private Car/School Average CART (County Aid Road and Trust) Reports and Worksheets Jan-Dec 2009 Jan-Dec 2009 **County Clerk Monthly Fee Reports** CERF (County Employee Retirement Fund) Worksheets and Faxes Jan-Dec 2009 Jan-Dec 2009 Court Orders #901-939 Jan-Dec 2009 **Delinguent Taxes** Jan-Dec 2009 Deposit Slips for Co-Rev Account Jan-Dec 2009 **Deposit Slips for CERF Account** Jan-Dec 2009 **Deposit Slips for School Account** Jan-Dec 2009 E911 Correspondence Jan-Dec 2009 **Fax Journals** Jan 2009 **Financial Institution Tax Interest** Dec 2009 Financial Institution Tax (FIT) Jan-Dec 2009 Interest Reports and Paperwork Mar & Aug 2009 LEPC Jan-Dec 2009 Manual Check CERF #2182-2244 Jan-Dec 2009 Monthly Statement of Treasurer's Expenditures & Changes Feb 2009 National Forest Jan-Dec 2009 Payroll Direct Deposit CD's and Paperwork June 2000, 01, 02, 03, 04, 05, 06, 07, 08, and 09 Payment in Lieu of Taxes Jan-Dec 2009 Planning and Zoning Monthly Totals Reports Mar & Jun 2009 Pledge Receipts 1st Tennessee Quarterly Reports Jan-Dec 2009 Prosecuting Attorney's PAAFF Bad Check Paperwork Jan-Dec 2009 Purchase Orders

Updated

Attachment: Treasurer list of destroyed documents (2704 : Approve Agenda)

Attachment: Treasurer list of destroyed documents (2704 : Approve Agenda)

DESTROYED RECORDS 2009

Jan-Dec 2009 Jan-Dec 2009 Jan-Dec 2009 Jan-Dec 2009 Jan-Dec 2009 Jan-Dec 2009 Jan-Dec 2009 2009 2009	Receipts #20390-21320 & Paperwork Rental Property Monthly Paperwork Sales Tax for Building Bond Retirement Sales Tax for COLE (County Law Enforcement) Sales Tax for Co-Rev Sheriff (Deputy Sheriff Supplemental Forms) Total Fund Reports Ozark Special Road Audit Nixa Special Road Audit Stoneshire Special Road State Financial Report
2009	CC Clerk DESE Report
2009	CC Clerk Amended DESE Report
2009	Stop Payments Issued
2009	Miscellaneous Correspondence
Jan-Dec 2003-09	Collector Year End Interest

	Jan-Dec 2010
Jan-Dec 2010	
Jan-Dec 2010	ARRA Grant (P&Z)
Jan-Dec 2010	ACH Transmittal Registers Bank Rec For Co Rev
Jan-Dec 2010	Bank Rec For Cerf
Jan-Dec 2010	Bank Rec For School
Jan-Dec 2012	Bank Statement For Co Rev, Cerf, School
Jan-Dec 2010	Billings Fire 2010 Audit
Jan-June 2012	Billings Special Road G.L Report & Faxes
Jan-Dec 2012	Bill Of Cost
Jan-Dec 2012	Collector's Monthly Reports & Worksheet
Jan-Dec 2010	Collector Private Car/School Average
Jan-Dec 2010	CD Paperwork for Building Bond,Co Rev,Sparta & Stoneshire
Jan-Dec 2010	CD Paperwork For Billings,Ozark Bank
	Cable Franchise Fees
Jan-Dec 2010	Cart Report & Worksheet
Jan-Dec 2010	Check Stubs For Co-Rev #3827-4338
Jan-Dec 2010	Checks Stubs For School #2193-2391
Jan-Dec 2010	Cerf MC #2245-2308
Jan-Dec 2010	Cole Ins Prisoner Board Paperwork
Jan-Dec 2010	Cerf Employee Retirement Fund Worksheet & Faxes
2010	Commission Correspondence
Jan-Dec 2010	Court Orders #1001-1042
Jan-Dec 2010	County Clerk Monthly Fee Reports
Mar,Aug,Sept 2010	Cole Forestry Grant
Jan-Dec 2010	Delinquent Taxes
Jan-Dec 2010	Deposit For Co Rev
Jan-Dec 2010	Deposit For Cerf
Jan-Dec 2010	Deposit For School
Jan-Dec 2010	Domestic Violence Paperwork
Jan-Dec 2010	E 911 Correspondence
Dec-10	FIT & Interest
Jan-Dec 2010	Fax Sheets & Journal Reports
Jan-Dec 2010	Interest Report & Paperwork For Co Rev
2010	Karen's Notes (Check Written)
Nov-10	LEPC
Jan-Dec 2010	Monthly Statement of Treasurer's Expenditures & Changes
Jan-10	National Forest/Mineral Receipts
Mar & Jun 2010	Payroll Direct Deposit CD'S & Paperwork
Jan-Dec 2010	Pledge Receipts 1st Tennessee
Jan-Dec 2010	Prosecuting Attorney's Bad Check Paperwork
Jan-Dec 2010	P&Z Monthly Report
Jan-Dec 2010	Purchase Orders
Jan-Dec 2010	Receipts #21321-22043
Jan-Dec 2010	Rental Property Monthly Paperwork
Jan-Dec 2010	Sales Tax For Building Bond, Cole, Co rev
2010	School Correspondence

Packet Pg. 12

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2010	Sheriff (Supplement Forms)
2010	Stop Payment Request Orders
Jan-Dec 2010	Total Fund Report
	2008 List
2008	Bradleyville, Chadwick, Clever, Audit
Feb-08	Collector's Private Car
2008	E-911 Papers
2008	Fax Journals
Jan & Dec 2008	FIT & Interest
2008	Ozark Special Audit
Feb-08	National Forest
2008	Logan/Rogersville Fire Audit
Feb-08	School Average
Sept-Dec 2008	Sheriff Salary Supplement #2224 Report
Dec-08	State Fine Collection Center Letter
Dec-08	Stop Payment Request
2008	Stoneshire Special Road State Audit Report
2008	Treasurer's Copy DESE
	2005 List
2005	Court Orders #0529

Attachment: Treasurer list of destroyed documents (2704 : Approve Agenda)

CERTIFIED COURT ORDER # 12-31-15-01

STATE OF MISSOURI

ss.

COUNTY OF CHRISTIAN

October 2015 Term,

In the Christian County Commission of said County, on the 31st day of December 2015, the following, among other proceedings, were had, viz:

The Treasurer is hereby ordered to transfer in the amount of \$ 200,000.00 from the L.E.S.T. Fund to COLE.

(Leaving a balance of \$ 123,000.00)

Presiding/Commissioner Ray Weter

Western Commissioner Bill Barnett

Eastern Commissioner Sue Ann Childers

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Commission, at my office in Christian County this, the 31st day of December, 2015.

w

Clerk of the Christian County Commission

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this <u>2</u> day of <u>Drember</u>, 2015 by and between the City of Fremont Hills, Missouri a fourth class city (hereinafter referred to as "City") and Christian County, Missouri a second class county (hereinafter referred to as "County").

WHEREAS, the City request that County provide inspection services for residential and commercial construction within the corporate city limits of said City; and

WHEREAS, the County has a building Code Department with inspectors and is agreeable to provide Building Code inspections for the City; and

WHEREAS, the parties herein are authorized pursuant to Section 50.332, RSMo, to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERTATION OF THE MUTUAL COVENANTS AND AGREEMENT CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. <u>Services.</u> Christian County agrees to provide Building Inspection services for all phases of construction, both commercial and residential, according to the ordinances presently adopted by the City of Fremont Hills.

2. <u>Adoption of Building Codes.</u> The City agrees to adopt an ordinance adopting Building Codes and Regulations consistent with those building codes adopted by the Christian County Commission under Christian County Commission order 12-10-2015 or any subsequent amendment thereto.

3. <u>Permits.</u> All building projects within the incorporated areas of the City will be subject to the permitting requirements as described in Christian County Commission order 12-10-15, 'Adoption of 2012 Building Codes and Regulations for Christian County'. Any applicant seeking a permit for residential or commercial construction within the incorporated areas of the City shall first apply to the City Clerk of Fremont Hills for a certificate to reflect that the property for which the construction permit is to apply is properly zoned for the construction anticipated, and that the City's Board has approved its design and construction. This certificate will in turn be submitted to the County Building Inspections Department with the application for the building permit.

4. <u>Fees.</u> The City agrees the County may charge its reasonable fees for building inspection services for inspections in the City in accordance with the Building Inspections Fee Schedule as adopted under Christian County Commission order 12-10-15 or subsequent amendment thereof. Each project to be inspected within the City will be charged the appropriate building inspection fees per each person seeking a permit. All applicants for permits shall make the necessary deposit of funds for such inspection fees with the County, at or before the time of the permit issuance. No inspection will be

provided by the County for any project until all fees have been collected for that particular project.

5. <u>City Consent.</u> The City hereby authorizes the Christian County Building Inspections Department to charge all applicable fees, perform all required inspections and mandate all necessary corrections for any building projects within the City of Fremont Hills for the purpose of enforcing minimum standards of construction to ensure the health, safety and welfare of the residents of the City of Fremont Hills.

6. <u>Dangerous Buildings</u>. This Agreement does not grant authority, require, nor bind Christian County Building Inspections Department to perform inspections or perform enforcement actions on dangerous or unsafe buildings as described in Christian County order 12-10-2015, 'Adoption of 2012 Building Codes and Regulations for Christian County'.

7. <u>Flood Plain</u>. This Agreement does not grant authority or require the Christian County Building Inspections Department to act as flood plain administrator, nor interpreter of the requirements of The National Flood Insurance Program (NFIP) as it may apply to the City of Fremont Hills to notify the Christian County Building Inspections Department whenever any building project will be located with a 'Special Flood Hazard Area' (SFHA), "Special Hazard Area" (SHA), Floodway, or any other area designated by the NFIP as requiring specific construction criteria for the purpose of achieving compliance with NFIP, State Emergency Management Agency, Federal Emergency Management Agency, or any other entities.

It will be the sole responsibility of the City of Fremont Hills to provide all necessary information at the time a permit application is made for each building project such as the Base Flood Elevation (BFE), Design Flood Elevation (DFE), and any pertinent items such as extra freeboard requiring above the minimum as set for the NFIP, or any other required information. In return, the Christian County Building Inspections Department will provide building inspection services in conformance with the International Code Council Family of Codes as it pertains to construction with SFHA's.

8. <u>Prosecution of Violations.</u> The County agrees to report all violations noted by its inspectors and any corrective process. County, however, shall not be obligated to participate in or actually prosecute any violation of the City Ordinances or regulations which shall be the City's sole responsibility. In the event construction of any project within the incorporated area of the City of Fremont Hills proceeds in violation of any City Building Code requirement, the City Attorney for the City of Fremont Hills may proceed with enforcement under the City's Ordinances, Zoning Codes and/or Building Codes. The County agrees to provide any necessary witnesses for such prosecutions.

9. <u>Term.</u> The terms of this Agreement shall commence on January 1, 2016 and shall remain in effect until December 31, 2016. This Agreement shall remain in effect and shall automatically renew for one-year intervals without any action required by either party. However, under no circumstances shall this Agreement remain in effect after

December 31, 2019. Notwithstanding the foregoing, this Agreement may be terminated by either party hereto upon thirty (30) days' written notice of such termination to the other party. Any changes to this Agreement shall be by the Order of the Christian County Commission and an ordinance adopted by the Board of Alderman of the City of Fremont Hills.

10. <u>Waiver and Release</u>. The City agrees to indemnify and hold harmless Christian County, its elected officials, employees, agents and contractors against any and all claims, damages, injuries and expenses, including attorney fees resulting, in whole or in part, directly or indirectly, from the inspection services provided by the Christian County Building Inspections Department pursuant to this Agreement. This provision applies only to claims or lawsuits against the County where there is no independent allegation of negligence or wrongdoing on the part of the County. Nothing in this Paragraph is intended to change or alter the parties' rights as set forth in Paragraph 11 below.

11. <u>Indemnity</u>. To the extent not covered by sovereign immunity under Missouri law, the County hereby agrees to assume responsibility imposed by law on its officeholders and employees and the City hereby agrees to assume responsibility for the liabilities imposed by law on its officials and employees. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of services by the other party. This language is not intended to act as a waiver or limitation of either County's or City's rights and or defenses with regard to sovereign immunity under federal law, Missouri law, or municipal regulations.

12. <u>Entire Agreement</u>. This Agreement contains the entire understanding and agreement of the parties; there are no other promises or conditions. No modifications, amendment, cancellation or waiver of any of the provisions of this Agreement shall be effective unless it is in writing and is signed by a representative authorized by each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the <u>3 lot</u> day of <u>December</u>, 2015.

City of Fremont Hills

By T.T. Tobin', Jr., Mayor

City of Fremont Hills

Attest: By:

Kay Brown Clerk of the County Commission

By: ≬ -01 Ray Weter Presiding Commissioner

Christian County, Missouri

By:

Bill Barnett Western Commissioner

₿y:

Sue Ann Childers Eastern Commissioner

Approved as to Form By: John Housley Christian County Counselor

RESOLUTION OF THE SELMORE SPECIAL ROAD DISTRICT

SUBJECT: Acceptance of Conveyance of Right of Way within the boundaries of the Selmore Special Road District

WHEREAS, <u>LYNNETTE BRVANT</u>, the owner of record of certain real property in Christian County, Missouri has executed a Right of Way deed to Christian County, Missouri (grantee),

WHEREAS, the conveyance of right-of-way conveyed an interest in certain land lying within Christian County, Missouri and the Selmore Special Road District, legally described on **Exhibit "A"** attached hereto, for the purpose of establishing and maintaining public roads on said land,

WHEREAS, the Selmore Special Road District maintains control and jurisdiction over all public highways within the district,

NOW, THEREFORE, it is hereby agreed and resolved by the Selmore Special Road Commission that the Christian County Commission should accept this conveyance of right-of-way to be recorded in the Christian County Recorder of Deeds Office.

day of Derender 2015. 10th Approved this

Jack Brazeale, President

Rick House), Vice President

Jeff Tatum, Commissioner

ATTEST

RIGHT OF WAY DEED # 2015-0116

THIS DEED is made and entered into this 19 day of 100, 2015, by and between 100 whethe 000 must be tween to as "Grantor", and **CHRISTIAN COUNTY**, **MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

Selmucre Special

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Lynnette Bryont

STATE OF MISSOURI) COUNTY OF <u>Chrubtian</u>)

On this 19th day of <u>May</u>, 2015, before me personally appeared <u>Lynnatte Bryan</u>, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

ľ	ARLENE D. CHENEY
ł	Notary Public - Notary Seal
	Ctote of MissOUD
1	- Christian Christian ColliniV
1	an a
	Commission Number: 12618111
ų	CUITITINGOLOT HUTTING OF

y Public rinted Name)

My Commission Expires: Aug 12, 2016

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this <u>2</u> day of <u>De</u>	earnber, 2015.
-	lay Weter
I	Ray Weter, Presiding Commissioner
C	Auelan Childess
have the second s	SurAnn Childers, Eastern Commissioner
	Biel Barnett
E	Bill Barnett, Western Commissioner

ATTEST:

Kay Brown

DESCRIPTION (RIGHT-OF-WAY)

A TWENTY-FIVE (25) FOOT STRIP OF LAND FOR ROAD PURPOSES BEING A PART OF THE NORTHWEST QUARTER (NW¼) OF THE SOUTHEAST QUARTER (SE¼) OF SECTION 16, TOWNSHIP 26N, RAGNE 21W, THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN AT THE SOUTHWEST CORNER OF SAID NW¼ OF THE SE¼; THENCE N 01'27'34" E, ALONG THE WEST LINE OF SAID NW¼ OF THE SE¼, 346.36 FEET; THENCE S 87'50'54" E, 25.00 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF CRABAPPLE ROAD (AS IT NOW EXISTS); THENCE S 01'27'34" W, ALONG SAID EAST RIGHT-OF-WAY LINE OF ROAD AND BEING PARALLEL WITH THE WEST LINE OF SAID NW¼ OF THE SE¼, 346.36 FEET TO AN IRON PIN ON THE SOUTH LINE OF SAID NW¼ OF THE SE¼; THENCE N 87'50'54"W, ALONG SAID SOUTH LINE, 25.00 FEET TO AN IRON PIN ON THE SOUTH LINE OF SAID NW¼ OF THE SE¼; THENCE N 87'50'54"W, ALONG SAID SOUTH LINE, 25.00 FEET TO THE POINT OF BEGINNING. SAID STRIP OF LAND CONTAINS 0.20 ACRES (8,658 SQ.FT.) MORE OR LESS. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. ALL IN CHRISTIAN COUNTY, MISSOURI.



SELMORE SPECIAL

STATE OF MISSOURI County of Christian } SS.

TYPE OF ORDER: 2015 ABATED REAL MONTH: DECEMBER

MISSION DOWNTOWN REDEVELOPMENT CORPORATIONSCHOOL DISTRICT: OZARK SCHOOL C/O BRADLEY JACKSON ROAD DISTRICT: OZARK SPECIAL

ROAD

201 E CHURCH OZARK MO 65721-0000

CITY DISTRICT: OZARK CITY FIRE DISTRICT: OZARK FIRE

DIST.

REAL PARCEL# 11-0.6-23-003-027-003.002

REASON FOR ORDER: CONTROL ON 11-6-23-3-27-3/DELETE PER DG PREVIOUS ASSESSMENT VALUE: \$ 119,710 ON THE PROPERTY: NEW CORRECTED ASSESSMENT VALUE: \$ 0

		RIBUTED AS FOLLOW	IS:
	FORE	ADJUST	COLLECT
STATE TAX:	35.91	35.91	0.00
COUNTY TAX:	85.59	85.59	0.00
LIBRARY TAX:	106.18	106.18	0.00
HEALTH TAX:	53.15	53.15	0.00
HDCP TAX:	95.65	95.65	0.00
SCST TAX:	59.86	59.86	0.00
SCHOOL: OZARK SCHOOL	4,955.99	4,955.99	0.00
ROAD: OZARK SPECIAL ROA) 177.41	177.41	0.00
CITY: OZARK CITY	349.79	349.79	0.00
FIRE: OZARK FIRE DIST.	763.75	763.75	0.00
AMB TAX:	158.50	158.50	0.00
JUCO TAX:	178.85	178.85	0.00
WNID TAX:	0.00	0.00	0.00
KNID TAX:	0.00	0.00	0.00
SNID TAX:	0.00	0.00	0.00
LNID TAX:	0.00	0.00	0.00
RWNID TAX:	0.00	0.00	0.00
RCID TAX:	0.00	0.00	0.00
SABL TAX:	0.00	0.00	0.00
SANX TAX:	0.00	0.00	0.00
SACL TAX:	0.00	0.00	0.00
SASB TAX:	0.00	0.00	0.00
SURTAX CHARGE:	407.01	407.01	0.00
TOTAL TAX:	7,427.64	7,427.64	0.00

TAX BOOKS WILL BE ADJUSTED AND EXTENDED TO THE CORRECTED ASSESSMENT.

I, Kay Brown, Clerk of Christian County, hereby certify that the above and foregoing is a full and complete copy of the Record of said Court, as fully as the same appears of record.

2.8.a

1 ommission

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 2/ day of 2020 (14), 2015 at Christian County, Missouri.

DATED:

Ray Weter, Presiding Commissioner

DATED: 12 - 31.15

ie Barnett

Bill Barnett, Western Commissioner

DATED: 12/31/15

Sue Ann Childers, Eastern Commissioner

COUNTY CLERK:

Kay Brown

Packet Pg. 25

0.00

0.00

0.00

0.00

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28.19

695.49

CHRISTIAN COUNTY COURT

ROAD

DIST.

RWNID TAX:

RCID TAX:

SABL TAX:

SANX TAX:

SACL TAX:

SASB TAX:

_ _ _ _ _ _ _ _ _ _ _ _ _

TOTAL TAX:

SURTAX CHARGE:

TAX BOOKS WILL BE ADJUSTED AND EXTENDED TO THE CORRECTED ASSESSMENT.

0.00

0.00

0.00

0.00

0.00

0.00

0.00

1,209.88

I, Kay Brown, Clerk of Christian County, hereby certify that the above and foregoing is a full and complete copy of the Record of said Court, as fully as the same appears of record.

0.00

0.00

0.00

0.00

0.00

0.00

28.19

514.39

2.8.a

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 3/ day of Beenber, 2015 at Christian County, Missouri.

DATED: 1 2/31 /2015

Ray Weter, Presiding Commissioner

DATED: <u>12-3/-15</u>

Bill Barnett, Western Commissioner

DATED: $\frac{12/31/15}{15}$

Sue Ann Childers, Eastern Commissioner

COUNTY CLERK:

Kay Brown

2.8.a

(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 bld. 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	Legal Name of Entity/Individual Filed with IRS for this Tax
NROUTE ENERPHILSES	ID NO. NROUTE ENTIGLIDEDSEB LLC
Mailing Address	IRS Form 1099 Mailing Address
TURE W MEGADOWITEN PLITE	- SAME-
City, State, Zip Code	City, State, Zip Code
N=XA, MO 65714	- SAME-

Contact Person	Email Address	
Dale / Well Roymouns	NROUTEULC C GMAIL. COM	
Phone number	Fax humber	
417-343-8886	$ \Lambda A$	
Authorized Signature	Date	
W	12/23/2015	
Printed Name	Title	·······
William REYNOURS	MEMBER CFO	

Exhibit A-References

List three (3) business references: 1 st					
Company Name OZARL PUBLIC SCHOOL	رچ		Representat	ive Name	e Gale Sosthaen
		OZAZ	'K	mo	(572)
Address		City		State	Zip
417-582-5716				417-4	196-58000
Business Phone	Business	Fax	1		ar Phone
CALESCONTHALA C MAIL. CALL. K.12. email address if available	<u>mo, us</u>				
2nd					
Company Name Com of Naxa Polace	,		Representat	ive Name	BJ SACTIN
715 W CENTEL GIRCLE		Nax	a		65714
Address		City		State	Zip
<u>417-725-7113</u> Business Phone	Business	Fax		Cellul	ar Phone
BSARTIN (<u>NIXA com</u> email address if available				<u> </u>	
3rd		,	1		,
Company Name Czary of Barriensen	Police		Representati	ive Name	Davis Vallely
5435 TOWER NEWE			Fran	mo	
Address		City		State	Zip
<u>417-890-9876</u> Business Phone	Business	Fax		Cellul	ar Phone
Police DEPT C RATTLEFEELOWD. CON	Page 8	of 11			

Specifications

Removing equipment from Police vehicles, please state what your price per hour or per vehicle would be.

Three crown Victoria police special vehicles need to have emergency equipment removed. 2 interior light bars and 1 exterior, plus auxiliary emergency lights. In addition two ½ cages, radios, and siren equipment will be removed.

- SEE ATTACHED

QUOTE = EIS-1215 ----

ESTIMATE

EMERGENCY VEHICLE OUTFITTERS POULTE ENTERPRISES, ILE

766 W Meadowveiw Drive Nixa, Missouri 65714 Phone (417) 343-8886

www.nroutellc.com

Date 12/23/2015

Estimate Number E15-1215

Christian County Sheriff's Department Attn: Sheriff Brad Cole 110 West Elm, Room 70 Ozark, Missouri 65714

Description		Qty	Cost	Total
Remove Front Interior Lightbar		1	20.00	20.00
Remove Rear Interior Lightbar		1	20.00	20.00
Remove Full Size Light Bar LED		1.	25.00	25.00
Remove Exterior Warning Light		1	5.00	5.00
Remove Single Seat Prisoner Partition Car		1	25.00	25.00
Remove Single Seat Prisoner Partition Truck/SUV		1	50.00	50.00
Remove Mobile Radio		1	20.00	20.00
Remove Siren w/ Light Controls		1	10.00	10.00
Remove Siren Speaker		1	10.00	10.00
	Total		<u></u>	\$185.00

(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	Legal Name of Entity/Individual Filed with IRS for this Tax
	ID No.
NROUTE ENERPOISES	NROUTE ENTIGLIPEOSEB LLC
Mailing Address	IRS Form 1099 Mailing Address
TLAP W MEANOWIEW PLANE	- SAME-
City, State, Zip Code	City, State, Zip Code
NEXA, MO 65714	- SAME-

Contact Person	Email Address
DALE/Will REYMOLDS	NROUTELLC C GMATL. COM
Phone number	Fax number
417-343-8886	N/A
Authorized Signature	Date
I A W	12/23/2015
Printed Name	Title
William DEINIOLOS	MEMBER CFO

Exhibit A-References

List three (3) business references: 1 st				
Company Name OZARK PUBLIC SCHOOL	_5	Representat	ive Name	GALE SOSTHARD
		OZAZIL	mo_	15721
Address		City	State	Zip
417-582-5716				1910-58000
Business Phone	Business	Fax	Cellul	ar Phone
CALESCOTHALA @ MAIL ORARK . K.IZ. email address if available	<u>mo. US</u>			
2nd				
Company Name Carry of NIXA Police		Representat	ive Name	BJ Sherral
715 W CENTER CIRCLE		Naxa	mo	65714
Address		City	State	Zip
<u>417-725-7113</u> Business Phone	Business	Fax	Cellula	ar Phone
email address if available				
3rd				о (<u>и</u>
Company Name Carry of Barrie Gens	Police	Representat	ive Name	Davis Vallely
5435 TOWER NOWE		Banlefreen	mo	05(019
Address		City	State	Zip
<u>417-890-9876</u> Business Phone	Business	Fax	Cellula	ar Phone
Police DEPT C BATTLEFIELOWID. GOV	Page 8	8 of 11		

2.9.a

Specifications

Removing equipment from Police vehicles, please state what your price per hour or per vehicle would be.

Three crown Victoria police special vehicles need to have emergency equipment removed. 2 interior light bars and 1 exterior, plus auxiliary emergency lights. In addition two ½ cages, radios, and siren equipment will be removed.

Quore # E15-1215 ----



ATTACHED

Page 10 of 10

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1



766 W Meadowveiw Drive Nixa, Missouri 65714 (417) 343-8886 Phone

www.nroutellc.com

ESTIMATE

Date 12/23/2015

Estimate Number

E15-1215

Christian County Sheriff's Department Attn: Sheriff Brad Cole 110 West Elm, Room 70 Ozark, Missouri 65714



Description		Qty	Cost	Total
Remove Front Interior Lightbar		1	20.00	20.00
Remove Rear Interior Lightbar		1	20.00	20.00
Remove Full Size Light Bar LED		1	25.00	25.00
Remove Exterior Warning Light		1	5.00	5.00
Remove Single Seat Prisoner Partition Car		1	25.00	25.00
Remove Single Seat Prisoner Partition Truck/SUV		1	50.00	50.00
Remove Mobile Radio		1	20.00	20.00
Remove Siren w/ Light Controls			10.00	10.00
Remove Siren Speaker	i	1	10.00	10.00
	Total		L	\$185.00

TABLE OF CONTENTS

Original Bid	Tab 1
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Questions to Answer (Section B, page 11)	Tab 3
Section C – Fee Proposal	Tab 4
References	Tab 5

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Christian County Commission



Request for Proposal

Return proposal no later than 10:00 a.m. December 31, 2015

Product or Services Requested: Document Imaging Services

Proposal Opening Date: December 31, 2015

Proposal Time: 10:15 a.m.

For information concerning the RFP contact: heryl Mitchell, Administrative Assistant Christian County Commission 100 W. Church Street Room 100 Ozark, MO 65721 Phone: 417-582-4300 Fax: 417-581-5924 Email: <u>countycommission@christiancountymo.gov</u>

For information concerning the RFP specifications contact: Barb Stillings Clerk of the Circuit Court 110 W. Elm Street Room 202 Ozark, MO 65721 417-582-5120 Fax: 417-581-0391 email: barb.stillings@courts.mo.gov

READ CAREFULLY! EACH PROPOSAL SUBMITTED, AND ANY CONTRACT ISSUED IN RESPONSE TO SUBMITTED PROPOSALS SHALL BE SUBJECT TO ALL INSTRUCTIONS AND CONDITIONS ON THIS AND ALL FOLLOWING PAGES AND ATTACHMENTS THERETO.

Page 1 of 15

_nstructions: Proposals must be delivered no later than fifteen (15) minutes before proposal date and time mentioned above. Proposals must be received in a SEALED envelope. Please mark your envelope "PROPOSAL-DO NOT OPEN-DOCUMENT IMAGING SERVICES". In the event the Commission receives a container which is not identifiable as a proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a proposal, the container will be resealed and the date and time received will be noted on the outside. All proposals will be opened and read allowed by the County Commissioners at the specified time. Formal proposals received after the time set for the opening of proposals shall be considered late and will <u>NOT</u> be opened or accepted.

Under extraordinary circumstances, the Commission may authorize the opening of a late proposal when the proposal was turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of roposals. The County Commission is not responsible for proposals sent to wrong address,

faxed, emailed, delivered to wrong office or received after the cut-off date and time. Remember to address or hand-deliver your proposal. We cannot accept a proposal by fax or email because we must have the original signed proposal. All such decisions are at the sole discretion of the Commission. It shall be the responsibility of persons submitting proposals to acquire the necessary specifications. All vendors must provide copies of certificates of Insurance (for contract work). Criteria to be considered in evaluating a proposal shall include, but not limited to: vendor responsibility, experience and technical competence, quality and performance of the product, materials and services, ability for timely delivery, thoroughness of proposal in satisfying all requirements of the proposal. Attachment: American Micro bid (2711 : Bid Opening-Document Imaging Service)

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 proposal. 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. Attachment: American Micro bid (2711 : Bid Opening-Document Imaging Service)

Doing Business as (DBA) Name American Micro	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Mailing Address	IRS Form 1099 Mailing Address
1933 Troost	
City, State, Zip Code	City, State, Zip Code
Kausas City, NG. 64108	

Contact Person	Email Address
Daniel Boyd	dough @ american Micro Kc. com
Phone number	Fax number
816-221-0123	816-221-2458
Authorized Signature	Date
Der Sont	12-29-15
Printed Name	Title
Daniel Boyd	Account Executive

All prices and notations must be in ink or typewritten. No erasure Mistakes may be crossed out and corrections typed adjacent permitted. and must be initialed and dated in ink by person signing proposal.

Provide four (4) copies of the proposal and one (1) original. An electronic version of the proposal in PDF CD format should also be provided.

2.10.a

'fter the proposal opening, a vendor may be permitted to withdraw a proposal prior to the award at the sole discretion of the Commission if there is a verifiable error in the proposal and enforcement of the proposal would impose an unconscionable hardship on the vendor. This 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. Withdrawal of a proposal may result in forfeiture of the proposal security.

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's proposal. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

The county reserves the right to retain all proposals submitted and to use any ideas in any proposals submitted. Submission of a proposal indicates acceptance by the person submitting the proposal of the terms, onditions and specifications contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between the county and the vendor selected. At the time fixed for opening of proposals, the content will be made public for the information of the vendor and others interested. The County will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public.

Vendors are cautioned to please check their proposal very carefully, using the following Check List:

- 1. Any additional information, specifications, drawings, etc. should be attached.
- 2. Proposal should be signed and dated.

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.

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 different offices and departments requiring separate billing (if applicable to proposal products offered). Contractor shall provide <u>each department</u> with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should e delivered with the materials and packing slip. Payment will be made within 30 days from receipt of accurate invoice.

Protesting proposal award:

A proposal 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. The 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. 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 and 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 proposal, or in correspondence to the county offices.

Failure to honor a proposal 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.

Contracting proposal 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 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. return of Goods:

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

Additional 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 <u>countycommission@christiancountymo.gov</u>. This email 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.

Response Clarification:

We reserve the right to request additional written or oral information from vendors in order to obtain clarification of their responses.

Thank you for your consideration of this Invitation to Proposal,

Sincerely,

THE CHRISTIAN COUNTY COMMISSION

Contact information for the Circuit Court staff:

Barb Stillings Clerk of the Circuit Court

Web Site: courts.christiancountymo.gov Circuit Division - Judge Orr Phone: 417-581-6372 Fax: 417-581-0391 Circuit Mailing Address: 110 West Elm St – Rm 202, Ozark MO 65721

Associate Division 1 - Judge Luna Phone: 417-581-2425 Fax: 417-581-0391 Associate 1 Mailing Address: 110 West Elm St - Rm 203, Ozark MO 65721

Associate Division 2 - Judge Waters Phone: 417-581-4523 Fax: 417-581-1443 Associate 2 Mailing Address: 110 West Elm St - Rm 105, Ozark MO 65721 Jennifer Taylor Deputy Clerk III - Circuit

LaVeta McDaniel Chief Deputy - Assoc. 1

Shirley Fitzpatrick Deputy Clerk III- Assoc. 2

Christian County Clerk of the Circuit Court Request for Proposal for Document Imaging Services

Date: December 31,2015 10:15 a.m.

Specifications

During the evaluation process, Christian County reserves the right to request additional information or clarifications from those submitting proposals and to allow corrections of errors or omissions.

Christian County reserves the right to retain all proposals submitted and to use any ideas in any proposals submitted. Submission of a proposal indicates acceptance by the person submitting the proposal of the terms, conditions and specifications contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in a subsequent contract between Christian County and the vendor selected.

There is no expressed or implied obligation of Christian County to reimburse responding companies or individuals for any expenses incurred in preparing proposals in response to the RFP.

All proposals and related reference information submitted in responded to this RFP will become the propert of Christian County and will not be returned. Each entity submitting a proposal waives any right of confidentiality as to the proposal documents. If an entity submitting a proposal considers certain material in the proposal proprietary information, it shall clearly designate those portions of the proposal it wishes to remain confidential. As a public entity, Christian County is subject to making records available for public disclosure. Christian County will attempt to maintain the confidentiality of material marked proprietary; however, it cannot guarantee that information will not be made public.

The contents submitted by the vendor and any clarifications thereto shall become part of the contractual obligation and incorporated by reference into the ensuing agreement. All proposals become the property of Christian County and will not be returned to the Vendor.

The selected Vendor shall be required to enter into an agreement with Christian County for the Document Imaging Services.

Proposal Requirements

In order for a proposal to be accepted by Christian County, it must include:

(1) Scope of Work

- (2) Section C Fee Proposal (attached to your proposal)
- (3) Section D References Sheet
- (4) Screenshots of proposed system

Any proposal that does not include all four of the above items will be rejected. Each vendor submitting a proposal is to complete the information requested in Sections C, and D on the pages furnished or copies of thereof and return these sections according to the instruction in paragraph one.

Fee Proposal

Section C-Fee Proposal Sheet is to be completed and returned as part of a response to the RFP. The price presented on the Fee Proposal Sheet is to be based on the information provided in Section B, Preliminary Scope (Work. A final Scope of Work and subsequent fee structure will be developed with the Vendor as part of the final agreement.

References

Section D – References Sheet is to be completed and returned as part of a response to the RFP. Each vendor submitting a response must include a minimum of three (3) references. Each reference must include the name of the organization and the name, title and telephone number of a contact person within the organization.

Schedule

The following is a potential schedule for selection of the Vendor. This schedule is dependent on many internal and external factors and is subject to change at any time. The schedule is provided only to give vendors an idea of the length of the process.

December 31, 2015 the County Commission will open and read proposals to the Circuit Clerk and any members of the public who may be present. After the proposal opening the County Commissioners will announce a proposal decision date. (Usually within two weeks of the proposal opening, but can be done that day). At that time the County Commissioners will announce their vendor of choice. Notices will be mailed to all vendors who submitted poposals.

Selection Process

The Vendor will be chosen according to the following sections:

/hat systems are in place to protect our files from theft, fire or other natural disasters?

What reduction ratio do you plan to use for your collection?

The documents are possibly an equal ratio of 8 ½ x 11 and 8 ½ x 14. When we print the documents out, will they all print on 8 1/2 x 11 paper? ____

Subcontracting

If the Vendor intends to subcontract any portion of the work identified in the above specifications, he or she must identify this, along with the anticipated name of the subcontracting firm.

The Vendor shall not assign or sublet the contract or any portion of the contract without providing the County with written notification of the assignment of sublease and the identify (ies) of the assignee or subcontractors(s).

Time Estimate

Please provide a time estimate for the project.

Selection

1 - Staff will select the Vendor based on the following: RFP responses, reference inquiries, and anticipated fees.

- [•] Staff will finalize a scope of work with the Vendor.
- Staff and Vendor will negotiate a price and an agreement based on the scope of work.

4 - No work shall be performed on this project until a fee has been established and a contract approved by the Governing Body. (Christian County Commission)

Section C Proposal (to be attached with your proposal)

I certify that with regard to the Request for Proposals (RFP) for document imaging services issued by the Christiar County Commission office:

- I have read the RFP.
- I have contacted appropriate staff members regarding any need for clarifications.
- I am entitled to represent the above named company to submit the following fee proposal.
- All information presented in the Proposal, and the References Sheet (Section D) is true and accurate.
- The Vendor can and will provide the services and do the work as described in Section B, Preliminary Scope of Work if selected to do so.

I understand that the fee amount presented in our proposal will not necessarily be the final contractual fee amount and that the fee amount to be included in the agreement between the Vendor and Christian County will be negotiated based on a final scope of work.

Were

Company Name

Signed by

2-29-15

Dated

1 - Reference Company:	Cole County Circuit Clerk
Address:	301 East High St., Room
City, State, Zip:	Sefferson City, Mu 65101
Contact Name:	Dawnel Davidson
Title:	Circuit Clerke
Phone:	573-634-9155
Website:	
Service(s) provided:	Microfilming & Scanning Services of Case files.
2 – Reference Company:	Henry County Circuit Clerk
Address:	100 West Franklin St.
City, State, Zip:	Clinton, Mo. 64735
Contact Name:	Marsha Abbott
Title:	Circuit Clerk
Phone:	660 - 885 - 7230
Website:	

3 - Reference Company:	Lawrence County Circuit Clerk
Address:	240 North Main
City, State, Zip:	Mt. Vernon, Mo. 65712
Contact Name:	Steven Kahre
Title:	Circuit Clerke
Phone:	417-466-2471
Website:	
Service(s) provided:	Microfilming & Scanning of Case Files
	Page 14 of 15

Page 14 of 15

Page 15 of 15

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2.10.a

12-28-15

Barb Stillings Christian County Circuit Clerk Christian County Courthouse 100 W Church St, Room 100 Ozark, MO 65721

Dear Ms. Stillings,

At **American Micro**, we have built our business providing high-quality services in all phases of Electronic Document Management – from initial planning to final delivery. Our belief in the importance of quality services and satisfied customers is the driving force behind our document conversion procedures.

This business can be labor-intensive, time-intensive and technology intensive. To manage this effort, we've put in place a team we are proud of, a team that includes top-notch managers and team members. Over the years, it has been our experience that the key to a successful project is working closely with our clients.

American Micro's commitment to quality and customer service has realized its reward. Over one-third of our new business is generated from our existing clients. The organizations and business partners have returned for both follow-up work and new projects. Our goal: to maintain a commitment to quality as the Electronic Document Management industry grows and customer needs evolve. We have searched for and obtained the finest document imaging, search and/or retrieval products available!

We welcome the opportunity to earn your business and would appreciate your consideration as a provider of your document conversion service.

Best Regards,

Samiel Boyd

Daniel K. Boyd Account Representative

(1) SCOPE OF WORK

SPECIFICATIONS FOR DIGITIZING RECORDS

American Micro, hereinafter referred to as Vendor, hereby proposes and agrees to prep, scan, microfilm, and index the various records of Christian County Circuit Clerk, hereinafter referred to as Customer, as follows:

PACKAGING AND TRANSPORTATION

Christian County Circuit Clerk will provide all required labor and supervision to pack the designated paper files into standard archiving boxes that Vendor provides. Boxes should be catalogued by Type of File and Box Number. Vendor will pick up records and transport them to Vendor's secure facility located at 1933 Troost, Kansas City, MO 64108 for \$150 per trip.

PROJECT PARAMETERS

American Micro will scan and microfilm court records located in the basement of the Judicial Building. American Micro will remove documents from the file folder, remove staples and paperclips, cut the file folder when needed, and insert a barcode between each file. Scanned images will be written to DVD as single page tiff images and indexed by Case Number, Plaintiff (s), and Defendant (s). After scanning, these records will be loaded into PaperVision Enterprise for retrievals, viewing, and printing. Volume: Approximately 26 shelves, comprising 4,339 files and 312,915 images.

PREPARATION OF RECORDS FOR SCANNING

Filing Sequence

The filing sequence for all records will be checked prior to scanning. However, Vendor is not responsible for detecting mis-files, out of files, etc.

Condition of Records

Vendor will remove all staples, paper clips, tape, etc. that might interfere with the clear reproduction of the records. This will insure the best scanning/microfilming results. If Customer requests documents to be re-assembled after scanning, there will be an additional charge.

Scanning Procedure

All records, unless otherwise specified, will be scanned at 300 dpi and in a duplex format to allow capturing of the backside. Each image will be verified while scanned. Upon QC (quality control) the backsides that haven't any information are deleted prior to writing DVD, unless procedures are otherwise noted. All images processed in Vendor's laboratory meets or exceed the ANSI/AIIM Specifications for the purpose of archiving documents to DVD.

ARCHIVAL DVD

An archival DVD will be provided for security and stored in our secure area. A Disaster Compliance Fee of \$4.50/DVD will be invoiced each year for providing this service.

VENDOR LIABILITY

Vendor will assume responsibility for Customer's records at the time Vendor picks up said records and liability does not cease until Vendor returns completed DVDs and records are returned.

Vendor will scan and microfilm Customer's records in accordance with the Association for Information and Image Management and the National Bureau of Standards. All other quality specifications either expressed or implied that do not appear in this contract are not valid.

COMPLETION OF SCANNING

Inspection

Before each DVD is written, it is promptly inspected for quality, resolution and contrast by an experienced American Micro Analyst to meet Vendor's requirements. In the event that the scanning quality does not meet Vendor's and Christian County Circuit Clerk established standard, the document is immediately re-scanned at no cost to Christian County Circuit Clerk.

DVD Delivery and Turn-Around

All scanning for Customer will be completed and the DVDs returned in accordance with a mutually agreed upon length of time as established by Customer and Vendor. Due to the nature of the document conversion business, Vendor follows a schedule to coordinate incoming orders with existing repeat scanning orders to assure the best possible turnaround. It is Vendor's policy to return DVDs in partial shipments as completed rather than hold shipment until completion of each order.

Microfilm

After the scanned images have been approved and QC'd, Vendor will create 16mm x 215ft microfilm rolls. Vendor will add the appropriate targets for approval and storage by the State of Missouri located at 600 West Main St, Jefferson City, MO 65101.

Shipping

Unless otherwise specified by Customer, Vendor will return all shipments of DVDs to Customer prepaid. Each shipment will contain a packing slip, thereby permitting Customer agents to account and compare each shipment with the packing slip and the invoice that follows shipment. Customer will be invoiced as work is completed and shipped.

SECURITY OF RECORDS

Only authorized personnel are allowed access to Customer records. The confidential nature of all records is preserved through the employment of only properly trained employees. Each Vendor employee is required to sign a statement of confidentiality.

DOCUMENT DESTRUCTION

Once the scanned images and microfilm have been approved by Customer and the Secretary of State's Office, Vendor will email Customer a destruction letter for authorization to destroy. Customer will need to sign the destruction notice and email or fax it back to Vendor. Once Vendor receives destruction notice, records will be confidentially destroyed. Customer will receive a letter verifying the date and number of boxes that were confidentially destroyed.

Packet Pg. 54

Questions to Answer for the Proposal (Section B, page 11 of 15)

1) If we are to pay for the delivery, what will be the cost and who is responsible for loss or damage in transit?

Answer: The cost will be \$150.00 per trip and American Micro will be responsible for loss or damage in transit.

2) Are you insured against damage or loss?

Answer: Yes, American Micro is insured against damage and lost. In the 58 years American Micro has been in business, this has never happened.

3) Are your vendor personnel insured during scanning conducted at your site?

Answer: Yes, American Micro's personnel is insured while providing scanning services at our office located at 1933 Troost, Kansas City, MO 64108.

4) What type of security do you have at your facility?

Answer: American Micro currently has 36 digital cameras throughout the building and 24 hour surveillance.

5) What systems are in place to protect our files from theft, fire, or other natural disasters?

Answer: American Micro has 36 digital cameras throughout the building with 24 hour surveillance to protect from theft. American Micro also has 2 entrances to their facility that require a programmed keycard for access. This keycard also allows American Micro to identify who has entered the building and what time. American Micro also has fire extinguishers and ceiling water sprinklers in the event of a fire. American Micro covers all projects with plastic to limit the water damage should one of the sprinklers be activated. All scanners scan to a server that is backed up onsite as well as offsite should a natural disaster occur.

6) What reduction ratio do you plan to use for your collection?

Answer: 24 or 32x, the same reduction that has been used in the past.

7) The documents are possibly an equal ratio of 8 $\frac{1}{2}$ x 11 and 8 $\frac{1}{2}$ x 14. When we print the documents out, will they all print on 8 $\frac{1}{2}$ x 11 paper?

Answer: Yes.

(2) SECTION C - FEE PROPOSAL

INVESTMENT

Project 1: 2002 Case Files

J.

Volume: Approximately 164 files, comprising approximately 12,880 total images; total arrived by using following formula:

	1.5 row x 46 inches 56 inches / 15 inches/box 56 inches x 230 pages/inch	Ξ	56 inches 4 boxes 12,880 images
Index Field(s): 5	Case Numbe Plaintiff(s) Defendant(s)	r	
1.Scanning: Approximately 12,8	380 images x \$.0425/image	\$	547.40
2.Inserting Barcodes: Approximately 164		\$	8.20
3.Preparation: Approximately 12,8	\$	322.00	
4.Indexing: Approximately 164 files x \$.55/index			90.20
5.Microfilm Back-up: Approximately 12,8	880 images x \$.025/image	\$	322.00
6.DVD Mastering (1 x	\$32.00/ea)	\$	32.00
7.DVD Archive (1x \$2	2.00/ea)	\$	22.00
8.Destruction: Approximately 12,	380 images x \$.005/image	\$	64.40
9.Duplicate Rolls: Approximately 3 du	uplicate rolls x \$36/roll	\$	108.00
	TOTAL	\$1	,516.20

Attachment: American Micro bid (2711 : Bid Opening-Document Imaging Service)

Project 2: 1990-2002 Sunshine Case Files

Volume: Approximately 675 files, comprising approximately 46,575 total images; total arrived by using following formula:

	4.5 row x 46 inches 207 inches / 15 inche 207 inches x 225 ima		=	207 inches 14 boxes 46,575 images
Index Field(s)	: 5	Case Number Plaintiff(s) Defendant(s)		
1.Scanning: Approximat	ely 46,575 images x \$.	0425/image	\$1	1,979.44
2.Inserting Ba Approximate	rcodes: ely 675 files x \$.05/file		\$	33.75
3.Preparation: Approximate	ely 46,575 images x \$.	025/image	\$1	,164.38
4.Indexing: Approximate	ely 675 files x \$.55/ind	ex	\$	371.25
5.Microfilm Ba Approximate	ck-up: ely 46,575 images x \$.	025/image	\$1	,164.38
6.DVD Masteri	ing (2 x \$32.00/ea)		\$	64.00
7.DVD Archive	e (2x \$22.00/ea)		\$	44.00
8.Destruction: Approximat	ely 46,575 images x \$.005/image	\$	232.88
9.Duplicate Ro Approximat	lls: ely 8 duplicate rolls x \$	\$36/roll	\$	288.00
		TOTAL	\$5	,342.08

Project 3: 1992-2002 Juvenile Case Files

Volume: Approximately 900 files, comprising approximately 62,100 total images; total arrived by using following formula:

	4.5 row x 46 inches 207 inches / 15 inche 207 inches x 300 ima		=	207 inches 14 boxes 62,100 images
Index Field(s):	: 5	Case Number Plaintiff(s) Defendant(s)	-	
1.Scanning: Approximate	ely 62,100 images x \$.	0425/image	\$2	2,639.25
2.Inserting Bai Approximate	rcodes: ely 900 files x \$.05/file		\$	45.00
3.Preparation: Approximate	ely 62,100 images x \$.	025/image	\$1	,552.50
4.Indexing: Approximate	ely 900 files x \$.55/inde	ex	\$	495.00
5.Microfilm Ba Approximate	ck-up: ely 62,100 images x \$.	025/image	\$1	,552.50
6.DVD Masteri	ng (2 x \$32.00/ea)		\$	64.00
7.DVD Archive	(2x \$22.00/ea)		\$	44.00
8.Destruction: Approximate	ely 62,100 images x \$.	.005/image	\$	310.50
9.Duplicate Ro Approximate	lls: ely 11 duplicate rolls x	\$36/roll	\$	396.00
		TOTAL	\$7	,098.75

Project 4: 1992-2002 Juvenile Case Files

Volume: Approximately 2,600 files, comprising approximately 191,360 total images; total arrived by using following formula:

	16 row x 46 inches 736 inches / 15 inche 736 inches x 260 ima			736 inches 50 boxes 191,360 images
Index Field(s):	5	Case Number Plaintiff(s) Defendant(s)		
1.Scanning: Approximate	ely 191,360 images x S	\$.0425/image	\$ 8	3,132.80
2.Inserting Bar Approximate	rcodes: ely 2,600 files x \$.05/fil	e	\$	130.00
3.Preparation: Approximate	ely 191,360 images x \$	6.035/image	\$6	6,697.60
4.Indexing: Approximate	ely 2,600 files x \$.55/in	dex	\$ 1	,430.00
5.Microfilm Bac Approximate	ck-up: ely 191,360 images x \$	025/image	\$4	,784.00
6.DVD Masteri	ng (4 x \$32.00/ea)		\$	128.00
7.DVD Archive	(4x \$22.00/ea)		\$	88.00
8.Destruction: Approximate	ely 191,360 images x t	\$.005/image	\$	956.80
9.Duplicate Roi Approximate	lls: ely 32 duplicate rolls x	\$36/roll	\$1	,152.00
		TOTAL	\$23	3,499.20

TOTAL ESTIMATED COST FOR PROJECTS 1 – 4: \$37,456.23

The quantities stated above are estimated quantities. Christian County will be billed for actual number of images scanned and case files indexed.

(3) SECTION D – REFERENCES SHEET

REFERENCES

We have provided document conversion services for the following accounts for many years. Please feel free to contact any of them to validate our services.

- 1. NEWTON COUNTY CIRCUIT CLERK (performed microfilming services) Ms. Patty Kruegar @ 417-451-8239
- 2. LAWRENCE COUNTY CIRCUIT CLERK (performed scanning & microfilm services) Mr. Steven Kahre @ (417) 466-2471 ext 112
- 3. HENRY COUNTY CIRCUIT CLERK (performed microfilming and scanning services) Ms. Marsha Abbott @ 660-885-7230
- ST. FRANCOIS COUNTY CIRCUIT CLERK (performed scanning and microfilming services)
 Ms. Vicki Weible @ 573-756-4551 ext 334
- 5. COLE COUNTY CIRCUIT CLERK (performed microfilming services) Ms. Dawnel Davidson @ 573-634-9155

ACCEPTANCE OF QUOTATION

The above prices, specifications and conditions are good for sixty (60) days and are subject to change, with client notification and approval, based on a change in project parameters. Should the client decide at any time during the project to stop the project, American Micro Company will be compensated at the negotiated rates for all services provided up to that time. Payment terms are DUE ON RECEIPT.

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BY:		B <u>Y:</u>	Daniel 33 and
DATE:		DATE	E: 12-28-15
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