



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Thursday, May 26, 2016

8:45 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:45 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:45 AM
Bill Barnett	Western Commissioner	Absent	
Sue Ann Childers	Eastern Commissioner	Present	8:45 AM
Cheryl Mitchell	Assistant	Present	8:45 AM
Rachel Hankins	Assistant	Present	8:45 AM

II. Agenda

Motion/Vote - 8:45 AM Christian County Commission

Discussion - Approve Agenda

Attendees: Cheryl Mitchell and Hosea Bilyeu.

Presiding Commissioner Weter entertained a motion to approve the agenda as published for 5/26/2016.

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

Motion/Vote - 8:50 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

Attendees: Cheryl Mitchell and Hosea Bilyeu.

Presiding Commissioner Weter entertained a motion to approve the minutes for 5/23/2016 they have been reviewed and are substantially correct.

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

Motion/Vote -

Approve Financials

Attendees: Cheryl Mitchell and Hosea Bilyeu.

Presiding Commissioner Weter entertained a motion to approve the financials for the emergency expense for the water valve at the jail.

Presiding Commissioner Weter said this is the mixing valve for hot and cold water quoted at \$4,356.96. This is categorized as an emergency because it controls the temperature in the showers. Draper plumbing has done work for us in the past. This is an issue of safety, hygiene and disinfecting of the dishes. It is a liability so we need to get it fixed.

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

Motion/Vote - Kay Brown-Christian County Clerk

Minutes & Financials Approval - 2969 : Technology Master Services Agreement with Clear Basin

Attendees: Cheryl Mitchell, Judy Dollarhite and Hosea Bilyeu.

Josie Bock is a provider that does our aerial services. She has entered into an agreement with Clear Basin which means we need to reauthorize our agreement.

Presiding Commissioner Weter entertained a motion to sign off on this agreement.

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

Motion/Vote - 9:00 AM Brad Cole-Christian County Sheriff

Discussion - Work Zone Enforcement Program

Attendees: Cheryl Mitchell, Judy Dollarhite, Hosea Bilyeu, Robert Palmer, Sheriff Brad Cole, Martha Amber Duran with Christian County Headliner and Captain Ramage.

Work Zone Enforcement Program

Sheriff Brad Cole started by saying that MoDot has afforded him an opportunity to assist them with some of their smaller road projects to help slow down traffic and decrease the fatalities of road workers. It is a grant and they are paying the Deputies to work in the areas of need at no cost to the County. We are looking for your approval to assist them.

Presiding Commissioner Weter entertained a motion to authorize the agreement between the Sheriff's Department and the Work Zone Enforcement Program.

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

Motion/Vote - 8:55 AM Christian County Commission

Agreement - Technology Master Services Agreement with Clear Basin

Attendees: Cheryl Mitchell, Judy Dollarhite and Hosea Bilyeu.

GIS is a provider which does our aerial services they have entered into an agreement with Clear Basin which means we need to reauthorize our contract

Presiding Commissioner Weter entertained a motion to sing off on this agreement .

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

Motion/Vote - 9:15 AM Brad Cole-Christian County Sheriff

Bid Decision - Bid Decision-Inmate Food/Agreement

Attendees: Cheryl Mitchell, Judy Dollarhite, Robert Palmer, Sheriff Brad Cole, Amber Duran with Christian County Headliner, Martha Baucam and Captain Ramage.

There are 3 Bids and the presenter is Sheriff Brad Cole.

Sheriff Brad Cole said we have 3 bids to provide inmate meals at the jail, there are pros and cons to all three. CBM Managed Services can provide meals at \$1.63 per meal. Consolidated Food Services is also \$1.63 per meal. There are a few differences in their proposals. Captain Ramage has identified about \$16,000.00 that we have been overcharged in the past year.

Captain Ramage said that the meals were charged at a higher rate than what was in the proposal. As recent as yesterday we identified an issue with the contract. There was a meal that was suppose to have 6 ounces of meat and it had only 2 ounces which was 4 ounces less than what it was suppose to be. I have contacted another jail and spoke with their Captain about Consolidated Correctional Food Service, he has had a few issues but he would go with them again because they were already in place.

Presiding Commissioner Weter said I can understand the mix up with the charges.

Martha Baucam said we haven't had the corporate support for this County that we have needed. I took over the contract and we are going in and making sure everything is going like it is suppose to. We knew the contract was coming up so we decided to wait to do anything until it was approved until we flipped the kitchen.

Presiding Commissioner Weter asked Martha Baucam are you local? Would you be hands on?

Martha Baucam said I am not local but I am hands on. I will be here for the flipping of the kitchen, for on sight visits and inspections.

Presiding Commissioner Weter asked if we change vendors, would they bring their own staff or would we keep the staff we have now?

Captain Ramage said we are not sure, I haven't been able to speak with Consolidated about that but I do like the idea of having management in the kitchen.

Presiding Commissioner Weter asked Martha Baucam, when you make your visits or flip the staff it would be nice if you would visit the Commissioners when you are here.

Commissioner Childers asked did we make any arrangements for the staff meals?

Captain Ramage said yes, we have taken care of that issue.

Martha Baucam said when there are staff meals included, they are put on the same invoice.

Commissioner Childers said we didn't realize that all of the staff were eating, is the food quality ok?

Captain Ramage said I spent some time in the kitchen, there are a few issues but yes, the quality of food seems good. We were told that the equipment is our equipment and

that we maintain the equipment because it is ours unless their staff breaks something and then they are responsible.

Commissioner Childers said we had a question about the food service repair. There is a requisition for table rollers, what exactly is that for?

Captain Ramage said the rollers are for the huge steel drawer where the utensils are stored.

Judy Dollarhite asked how are the staff meals tracked?

Captain Ramage said we have 130 inmates and 6 staff and if you need us to keep that separate, we can. I have spoke with CBM about that and I discussed with my staff that they are not to leave the premises and so the meals that are provided for them are because they are not able to leave.

Commissioner Childers said I understand about not leaving. Specialty meals for religious or dietary requirements for the inmates are they the same cost?

Captain Ramage said yes, pretty much the same across the board.

Presiding Commissioner Weter said my thought is that we should stay with CBM.

Sheriff Brad Cole said Consolidated has a local representative that would be here every two weeks. We have to have some management in the kitchen.

Presiding Commissioner Weter said if we go with Consolidated, will that happen?

Sheriff Brad Cole said all I can tell you is the phone conversations we have had. There are pros and cons for each one, if CBM is willing to spend the time in the kitchen and take care of these problems we have found then we are more than happy to stay with them.

Martha Baucam said I have seen the issues and I believe I can make things right. I can't commit to every two weeks, but I will make sure the issues are addressed and that the kitchen it is monitored correctly.

Commissioner Childers asked if we started over with Consolidated, will they be here for the changeover?

Captain Ramage said they told me that I would need to contact the sales manager and he would have someone here in a day or two to make the change.

Judy Dollarhite asked if this is a yearly contract?

Sheriff Brad Cole said yes with the opportunity to extend it.

Robert Palmer asked how can the other company commit to two weeks and is that realistic?

Captain Ramage said I talked to the Captain of another jail and he said they are there every two weeks.

Presiding Commissioner Weter said I believe I am hearing a desire for change.

Sheriff Brad Cole said this is ultimately your decision. However, it should say something to you that Martha is standing here and drove from Wichita, Kansas saying that she is willing to make the necessary changes. I have no clear opinion as to whether or not we should change or stay the same.

Discussion of the pros and cons of staying with CBM or changing to Consolidated.

Commissioner Childers called for a motion to approve the contract with CBM Managed Services.

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

Motion/Vote - Brad Cole-Christian County Sheriff

Agreement - License Agreement-Chadwick Schools-Satellite Office

Attendees: Cheryl Mitchell, Judy Dollarhite, Robert Palmer, Sheriff Brad Cole, Amber Duran with Christian County Headliner and Captain Richard Ramage.

Presiding Commissioner Weter asked if the contract for Chadwick was the same as the contracts that have been executed with other schools?

Sheriff Brad Cole said there are no differences, the license agreement is the same as the one that was used with the Spokane School District. Chadwick will provide us with an office to work out of and also an office for our DARE officer.

Presiding Commissioner Weter entertained a motion to accept the license agreement with Chadwick Public School.

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

Motion/Vote - 10:05 AM Greg Williams-Connell Insurance

Discussion - Insurance Renewals

Attendees: Cheryl Mitchell, Judy Dollarhite, Robert Palmer, Lacey Hart and Greg Williams.

Insurance renewals

Greg Williams said we have renewals coming up that we spoke about previously. There is a little increase on the property insurance as the County has added more property.

The liability insurance has had an increase of approximately 20% because our exposure has increased. Worker Compensation has different classes and each one has its own rates. Most of them went down. The anticipated payroll for the next year has increased and that will increase the rate a little. Missouri employers came in at \$450,000.00 and we came in at \$340,000.00. MPR did not issue a debit and they never have. There is not a lot that MPR won't approve especially if it is a safety issue.

Presiding Commissioner Weter asked can you bundle these up, give me just the figures.

Property insurance is \$225,315.03 and Workers Compensation is \$374,101.80.

Currently Property insurance is \$213,000.00 and Workers Compensation is \$237,000.00.

I would like to talk to Erin a little more and do some lunch and learn with the County department managers about safety.

Presiding Commissioner Weter asked how did we budget insurance for this year?

Lacey Hart said I would need to look at that because the MOD rate effects the rates.

Commissioner Childers entertained a motion to stay with MPR insurance for the year 2016-2017.

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

Motion/Vote - 10:30 AM Ozark Special Road District

Discussion - Elks Lodge and 17Th Street (Lakeland Drive)

Attendees: Cheryl Mitchell, Judy Dollarhite, Robert Palmer, Tena Ege, John Housley, Miranda Beadles, Brent Young, Todd Wiesehan, Jason Stutesmun, Scott Bilyeu, Tony Leciejewski, John Elkins,

Presiding Commissioner Weter said this matter is regarding North 17th Street. The presenter for Ozark Special Road District is Scott Bilyeu and John Elkins. There is an issue with the condition of North 17th sometimes known as Lakeland Drive. Tony Leciejewski is here to present an issue of who has jurisdiction for North 17th.

Scott Bilyeu said for the record, the right of ways are signed over to the County and the roads are adopted at a later time.

Tony Leciejewski said I have photos and gave them to Presiding Commissioner Weter to circulate around the room showing the condition of the road for January and March of this year.

Presiding Commissioner Weter said a few photos can represent what you are trying to say.

Tony Leciejewski reads a letter he typed. I have 2 maps one is from Christian County Planning & Development and the 2nd map is from Great River Associates. North 17th Street is on the Ozarks Special Road map. There was a hand shake deal with Elks Lodge who paid for the road with the understanding that Christian County would take over the responsibility of the road after it was completed. We are being taxed by Ozark Special Road with out representation. Tony explained where the taxes came from and how much is paid. The road is a hazard and Ozark Special refuses to maintain the road. Tony pointed out the pictures of the road after it was built and the years after showing the condition and depreciation of the road. The last map shows the division of the property and where the Elks Lodge is located. We are requesting that we receive our fair share of road maintenance. Ozark Special says that the taxes we pay are a small amount and if you look at line 5 that is not a small amount. Tony discusses the roads that are not deeded to the County and still receive maintenance and repairs from Ozark Special. Tony said I have not been able to find any documents that show that it was deeded prior to 2009. Therefore, I believe it should be grandfathered. I was told that some of the records were lost prior to 2007.

Presiding Commissioner Weter said that Christian County and Ozark Special are separate municipalities and neither has power over the other.

Scott Bilyeu said when Greg Tope was still alive he talked to me and wanted you guys to take over the road. The meeting on 10/8/2012 there was a motion made by John Elkins to remove the barricades to extend the road but the owners of the Elk Lodge wanted the cost to go to Ozarks Special to do the complete project. We left that meeting thinking that we had an agreement with the Elks Lodge contributing \$8500.00. Then the Elks Lodge went in and sealed the road with black sealer and so we never made the connection. In my opinion it was the best deal that we received.

John Elkins said as a point of clarity we are not trying to get out of anything, we just want to make sure that we have the authority. There is a 2 step process an offer and an acceptance. We define what the standards are, they build it and maintain it for a year and then we take over. It is frustrating, you wouldn't buy a house with out a property search but yet the County is expected to do that everyday. John Grubaugh lives in our district and we are not maintaining his road because he is in the state's district. Our budget was decreased but our responsibilities were not. There are 120 miles of road in our district and "x" amount of dollars to maintain. We prioritize the projects so that each one is not neglected. We just need to make sure that we own it before we do anything. I am ready for this to be settled so that we can move on and take it over if it is our responsibility.

Scott Bilyeu said in 2005 we created a window so that no one would fall through the cracks and they could be grand fathered in.

Presiding Commissioner Weter said I am not sure what the question is for the County Commission because we can't decide who's road it is.

Scott Bilyeu said I really thought that we had a win-win situation when we had the \$8,500.00 deal but that was for the whole thing.

Tony Leciejewski you have a copy in your packet of the board meeting on 10/08/2012 Mark & I were at that meeting and John Elkins made the motion. We do not have the authority to make that decision so we took it back to the Elks and they said we built the road once, we are not going to do it again.

Scott Bilyeu said Mr. Leciejewski has threatened us with audits and contacting the attorney general to report us. We would like to bring closure to this problem.

Presiding Commissioner Weter said I will say again the County Commission doesn't have the authority or jurisdiction to do anything regarding this matter.

Scott Bilyeu said we did a map a few years ago of who's road is who's.

Commissioner Childers said I can't tell you what to do and it looks like you tried to make arrangements to make it right.

Tony Leciejewski said the neighbors were asked to contribute to the cost of the road maintenance but their roads are already maintained and there was no need to ask anything of them.

Commissioner Childers asked before 2012 who was responsible for the road?

Scott Bilyeu said it was a clay road at that time and then the road was built.

Tony Leciejewski asked why would you agree to a cost share if you didn't have jurisdiction?

Scott Bilyeu said it was a win-win situation.

Presiding Commissioner Weter said I think if the road would have went through, there still would have been an approval and there would have been a right of way dedication to the County.

John Elkins said could you clarify the dedication of the county?

Presiding Commissioner Weter said it isn't unusual for the County to accept the right of way for Ozark Special.

John Housley said if your going to convey the right of way to the County, the road will not be accepted if the Commissioners doesn't sign off. The road needs to meet certain standards. There is a difference if you dedicate a road or if it is subdivision roads. My question here is the road in Ozark Special District, has it been deeded? The Commission has signed off on the road but only after Ozark Special signed that it was in their district. This is typically how this should go.

John Elkins said there are standards that have to be met before we can accept a road.

Scott Bilyeu said we went with the same standards that Planning and Zoning went with so that there were no surprises.

Tony Leciejewski said 3 plats in Lakeland is shown with a 50 ft right of way on all three plats. Paragraph B states that final plats shall clearly state if it is a private road. On all three of these maps it does not show that this road isn't a private road.

John Housley said there is a difference between a private and a public road. The question is when does a road that isn't a private road become a public road. Another way to look at it is if you have a road that is used by the public and has been maintained for 10 years that would be one way to get around this. That just being on a plat reserves the right of way.

Scott Bilyeu said the Elks use to ask us what do we need to do to get you to maintain the road and now they say it's our responsibility to maintain now.

Commissioner Childers asked how do we move on from this?

Tony Leciejewski I think Ozark Special should grandfather that road in.

Scott Bilyeu said I believe that agreement was from before when we had more funds.

Tony Leciejewski why are we paying taxes on a road that doesn't get maintenance?

Scott Bilyeu said you are driving on our roads to get to your road and your taxes on the roads up there are about \$30.00 or \$40.00.

Tena Ege I live in the 2nd house on the right, it had been Lakeland Drive until they changed it to North 17th.

Scott Bilyeu said your husband is one of the original people for getting this started and changing the road signs. Wes of 911 called and said that our mapping showed the street was actually 17th not Lakeland.

Tena Ege said may I show you a picture of my house?

Scott Bilyeu said that occurred when someone rented out the Elks Lodge and went out and filled the rough spots and holes in the road with chat.

Tena Ege why do they plow up to my driveway and then stop?

Presiding Commissioner Weter said we have no say in this.

Tena Ege said if we are paying taxes why aren't our roads being maintained?

Presiding Commissioner Weter said there are people all over the county that are paying taxes on their roads that aren't getting maintained because they don't meet county standards.

John Housley you have to get to that point.

Tony Leciejewski read from the minutes dated March 8, 2011 regarding the road in front of Dennis Hanks.

Tony Leciejewski said the next meeting dated June 2012 says that the road was being considered for improvements.

Scott Bilyeu said we took over the road in front of Dennis Hanks.

Presiding Commissioner Weter said I am more than willing to take more comments but I am not aware of any action that the County can take.

Tony Leciejewski it was Ozark Special Road's idea to come over here.

John Elkins said we involved the County to decide what the County's responsibility would be. I thought it would be important to come here for you to hear and clear up who has responsibility. The agreement, the offer in 2011 was a pretty good deal to do a cost share with the Elks, we do that all the time.

Scott Bilyeu said whenever everybody is in the same room and everything is discussed, we bring it before you to kind of get your blessing of what to do.

Tena Ege said we were going to put a water diversion on our property and the person we spoke with said they would plow up to that point and wouldn't go any further.

John Elkins said John Housley is there anything that you recommend?

John Housley said you should speak with Pat.

Scott Bilyeu said we had the 2011 agreement, would you guys go back and revisit that \$8,500.00 cost share?

Presiding Commissioner Weter if your going to consider that paving material is about as cheap as it is going to be.

Scott Bilyeu said if they put that amount of money in escrow that assures them that it is a done deal.

Tony Leciejewski said keep in mind that deal was made by Ozark Special. We are in the charity business not the road business. If we agree to the 2011 offer, how do we show that we don't own the road?

Presiding Commissioner Weter said the most recent right of way is North 17th and not Lakeland.

Scott Bilyeu said on the map they sign the right of way not the maintenance.

John Elkins said we are kind of at a stand off, we need to visit Pat and see where we stand.

Tony Leciejewski said we just ask if this can be grand fathered.

III. Adjournment

The meeting was closed at 11:46 AM

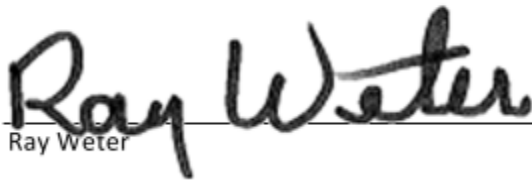
Motion/Vote - 11:46 AM

Adjourn

The County Commission completed the scheduled meeting for today and will resume session on June 2, 2016.

Commissioner Childers called for a motion to adjourn.

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



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

*Trusted, Relationship-Driven Provider of Quality
Managed Services*



**Christian County, Missouri
Bids for Food Service Management
for the Sheriff's Detention Center**



CBM Managed Services

500 East 52nd Street North

Sioux Falls, SD 57104

605.335.0825

www.cbmmanagedservices.com

Attachment: CBM Food Bid (2971 : Bid Decision-Inmate Food/Agreement)

Attachment A

Proposal Response Summary Page

Name of Business: Catering by Marlin's, Inc. dba CBM Managed Services

Proposed Cost

For 200-220 Inmates*

Inmate Meal Cost-Breakfast \$ 1.22

Inmate Meal Cost-lunch \$ 1.22

Inmate Meal Cost-dinner \$ 1.22

Inmate Meal Cost-TOTAL per day \$ 3.66

Marlin C. Sejnoha, Jr.
Signature

May 18, 2016
Date

Marlin C. Sejnoha, Jr.
Printed Name

~ 20 ~

*See following page for full pricing scale

Attachment: CBM Food Bid (2971 : Bid Decision-Inmate Food/Agreement)

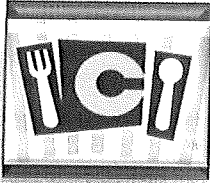
Christian County, Missouri Proposed Pricing Scale

Scale	Price Per Meal
80-99	\$ 2.150
100-119	\$ 1.840
120-139	\$ 1.630
140-159	\$ 1.490
160-179	\$ 1.380
180-199	\$ 1.280
200-220	\$ 1.220

Due to the indicated unavailability of inmate labor, additional labor hours had to be added in order to continue to meet the expectations of Christian County, MO.

Financial Plan for You – Business Terms

A Key Aspect to the Success of Our Business



Financial Overview

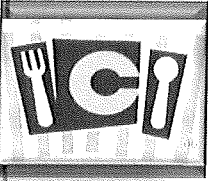
At Consolidated we strive to meet all of our clients needs; everything from menus to budgets.

The following pages outline the financial requirements for Consolidated to be able to properly execute the program. The financial integrity of this contract proposal is based on many assumptions drawn from the information given to Consolidated by the client.

During the first six (6) months of operation, these assumptions will be tested. If any of them do not reflect the current reality, Consolidated reserves the right to renegotiate the contract's terms or, if mutual agreement is not met, to cease operation with at least ten (10) days notice.

Annual rate increase will not increase more than 3% for the next one year term.

We pledge to negotiate all issues in good faith which will allow the best possible advantage to both parties while satisfying your needs.

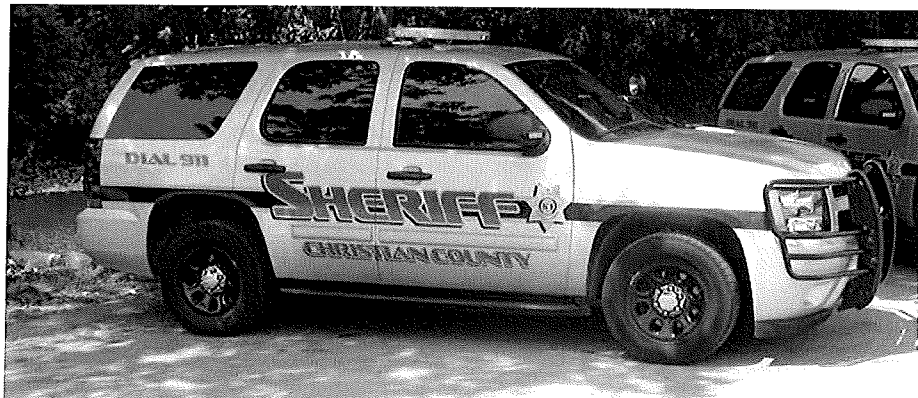


Consolidated Delivers to You:

Proposal Response Summary Page (Attachment A)

Business Terms

Insurance



Attachment: Consolidated Food Bid (2971 : Bid Decision-Inmate Food/Agreement)

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PROVIDING HIGH QUALITY FOOD SERVICES
& KITCHEN MANAGEMENT

Christian County Detention Center



Donna Cullison
Tiger Correctional Services
515 West Washington Ave
Jonesboro, AR 72401

THE CHRISTIAN COUNTY
Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

Attachment: Tiger Food Bid (2971 : Bid Decision-Inmate Food/Agreement)



ATTACHMENT A

FOOD SERVICE PRICING

Average Number Of Inmates	Price Per Meal
51-100	\$2.40
101-150	\$1.95
151-200	\$1.63
201-250	\$1.47
251-300	\$1.35

Example of per day cost of 145 inmates:

Inmate Meal Cost-Breakfast \$1.95

Inmate Meal Cost-Lunch \$1.95

Inmate Meal Cost-Dinner \$1.95

Inmate Meal Cost-TOTAL per day \$5.85

CCO Form: HS06
 Approved: 07/06 (AMN)
 Revised: 04/15 (BDG)
 Modified:

**PROGRAM ORDER
 TO AGREEMENT DATED _____**

C.F.D.A. Number: 20.205

Program Order Number: GWZEC01Z

Date: 5-26-2016

Contract Amount: \$1,000.00

Effective Date: July 1, 2016

Completion Date: December 31, 2017

Contractor: Christian County Sheriff's Office

Mail Invoices/Vouchers to: MoDOT Traffic and Highway Safety Division
 PO Box 270
 Jefferson City, MO 65102

This Program Order is issued under the authority of the Agreement between the Missouri Highways and Transportation Commission (the "Commission") and the County of Christian (the "County") dated 5-26-2016 and is subject to all applicable provisions and covenants of that Agreement, which are incorporated herein by this reference.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed intending to be bound thereby.

Executed by the County of Christian this 26th day of May, 2016.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

COUNTY OF CHRISTIAN

BY Mike Alan Childers

Title _____

Title Eastern Commissioner

Attest:

Ray W. White
President Commissioner

Secretary to the Commission

Bill Barnett
Western Commissioner

Approved as to Form:

Approved as to Form:

Commission Counsel

[Signature]
Commission / Sheriff Counsel

Attachment: Sheriff & MoDot (2972 : License Agreement-Chadwick Schools-Satellite Office)

CCO Form: HS3B
 Approved: 07/06 (AMN)
 Revised: 06/13 (ASB)
 Modified:

Award years: 2016-2020
 Region: SW – Southwest

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 STATEWIDE TRANSPORTATION IMPROVEMENT PROGRAM ON CALL WORK
 ZONE ENFORCEMENT PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Christian, (hereinafter referred to as "County").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The Commission has authorized funds to be used to support Statewide Transportation Improvement Program (hereinafter, "STIP") On Call Work Zone Enforcement activities. The purpose of this Agreement is to grant the use of such funds to the County.

(2) ACTIVITY: The funds which are the subject of this Agreement are provided to support law enforcement work zone activities to further STIP On Call Work Zone Enforcement.

(3) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial

Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(4) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(5) COMMISSION REPRESENTATIVE: This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) COUNTY REPRESENTATIVE: The County's _____ is designated as the County's representative for the purpose of administering the provisions of this Agreement. Further, the County's _____ shall have the authority to execute Program Orders in accordance with this Agreement.

(7) NONDISCRIMINATION CLAUSE: The County shall also comply with all state and federal statutes applicable to the County relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(8) ASSIGNMENT: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

(11) FUNDING/REIMBURSEMENT:

(A) General: With regard to work under this Agreement, the County agrees that funds to implement work zone law enforcement activities shall only be available for reimbursement of eligible costs which have been incurred by the County.

The County shall supply to the Commission copies of all bid information, purchase orders, invoices and, for hours worked, certified payroll (on Program Agreements that include salaries). Any costs incurred by the County prior to authorization and notification to proceed from the Commission are **not** reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments or Task Orders.

(B) Peace Officer Standards and Training: Law enforcement work shall be performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer in order to be reimbursed.

(12) EQUIPMENT:

(A) Procurement: The County may use its own procurement regulations which reflect applicable state/local laws, rules & regulations provided they adhere to the following:

(1) Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement.

(2) Price or rate quotations shall be solicited from at least three (3) qualified sources.

(3) All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition.

(4) The County shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of procurement.

(5) If for some reason the low bid is not acceptable, the County must have written approval from the MHTC prior to bid approval and purchase.

(6) The County will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

(B) Disposition: The County shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$3,000 or more. County must keep and maintain equipment with a cost of under \$3,000 until it is no longer useful for its originally intended purpose.

(C) Replacement: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the County's previous twelve months authorized strength.

(13) ACCOUNTING: The County shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The County must document the following: (1) Receipt of funds, (2) date and amount paid to officers, (3) officer's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

(14) PROGRAM ORDER: On Call Work Zone Enforcement funding will be conducted under a Program Order. Each Program Order must be executed by the Commission and the County's Representative. Each Program Order shall contain, but is not limited to the following:

- (A) Program Order Job Number(s).
- (B) Funds available for the completion of the Program Order.
- (C) Starting and completion dates for the Program Order.

(15) LIMITS ON OVERTIME: The County will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

(16) USE OF FUNDS: Any employee of the County whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of the County participates in activities prohibited by the Hatch Act, the County shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(17) AUDIT OF RECORDS: The County must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(18) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(19) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The County shall refund any overpayments as determined by the final audit.

(20) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(21) EMPLOYEES ONLY: The funding granted by the Commission to the County under this Agreement extends only to reimbursement for work zone enforcement by employees of the County covered by the County worker's compensation plan.

(22) DURATION AND EXTENSION: Unless otherwise terminated, this Agreement shall be in effect for five years from the execution of this Agreement. Upon the approval of both parties, the terms and conditions of this Agreement are renewable for an additional two, one year extensions from the date of the expiration of the Agreement. Any extension shall be memorialized in an appropriate Supplemental Agreement and executed by the duly authorized representatives of the parties.

(23) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 26th day of May, 2016.

Executed by the Commission this _____ day of _____, 20_____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

COUNTY OF CHRISTIAN, MISSOURI

By _____

By Roger White

Title _____

Title Residing Commissioner

ATTEST:

Secretary to the Commission

By Amy Ann Cheders

Title Eastern Commissioner

Approved as to Form

Commission Counsel

By Bill Barnett

Title Western Commissioner

ATTEST:

By Kay Brown

Title County Clerk

Approved as to Form:

[Signature]

Title Christian County Counselor

Ordinance No _____

Attachment: Sheriff & MoDot (2972 : License Agreement-Chadwick Schools-Satellite Office)



Invoice No. PL20160501.13
 Invoice Date: May 1, 2016
 Due Date: June 30, 2016

Paula Brumfield
 Payroll Clerk
 Christian County
 100 W Church Room 100
 Ozark, MO 65721

FY 16-17 PROPERTY AND LIABILITY CONTRIBUTIONS
 Christian County (MPR 097)

PROPERTY				
Effective Date	Expiration Date	Description	Total Insured Values	Member Contribution
7/1/2016	7/1/2017	Real Property	\$23,115,844.00	\$25,038.11
		Contents	\$3,222,700.00	\$3,490.69
		EDP	\$ 0.00	\$ 0.00
		Auto	\$3,283,695.56	\$3,556.76
		Boats	\$ 0.00	\$ 0.00
		Inland Marine	\$3,075,529.00	\$3,331.28
		Other Property	\$451,280.00	\$ 488.81
		Total Insured Values	\$33,149,048.56	
Property Total Contributions Due:				\$35,905.65
LIABILITY				
Effective Date	Expiration Date	Coverage Description	Member Contribution	
7/1/2016	7/1/2017	General Liability		\$35,987.78
		Sewer Liability		\$ 0.00
		Auto Liability		\$43,564.16
		Crime		\$3,788.19
		Law Enforcement		\$30,305.50
		Public Officials		\$75,763.75
Liability Total Contributions Due:				\$189,409.38
Total Property and Liability Contributions Due:				\$225,315.03

Note: Property pricing was determined using property schedules on the MPR file sharing site.

Questions: Please contact Megan Richardson at 816.292.7572 or megan@mprisk.org

Please make checks payable to:
 Midwest Public Risk of Missouri
 19400 E Valley View Parkway
 Independence, MO 64055
 A return envelope is enclosed

Attachment: MPR Insurance Update (2973 : Insurance Renewals)



Invoice No. WC20160501.17
 Invoice Date: 5/1/2016
 Due Date: 6/30/2016

Paula Brumfield
 Payroll Clerk
 Christian County
 100 W Church Room 100
 Ozark, MO 65721

FY 16-17 WORKERS' COMPENSATION CONTRIBUTION

Christian County

Standard Premium (see page 2 for details)	\$352,926.23
Premium Discount - 0%	(\$ 0.00)
Second Injury Fund – 6%	\$21,175.57
Total Workers' Compensation Contributions Due:	\$374,101.80

Questions: Please contact Megan Richardson at 816-292-7572 or megan@mprisk.org

Please make checks payable to:
 Midwest Public Risk of Missouri
 19400 E Valley View Parkway
 Independence, MO 64055

A return envelope is enclosed

Attachment: MPR Insurance Update (2973 : Insurance Renewals)



19400 East Valley View Parkway
Independence, MO 64055
(816) 292-7500

Invoice Date: 5/1/2016

Christian County

Effective: 7/1/2016

Expiration: 7/1/2017

Class Code	Description	Estimated Payroll	Rate	Manual Premium	Experience Mod	Standard Premium
7403	Airport		7.22	\$ 0.00		\$ 0.00
8601	Architects/Engineers		.41	\$ 0.00		\$ 0.00
8820	Attorney - All Employees	\$752,896.00	.26	\$1,957.53		\$3,464.83
8391	Auto Repair - Brakes		3.28	\$ 0.00		\$ 0.00
8393	Auto Repair - Body		2.27	\$ 0.00		\$ 0.00
9015	Buildings NOC	\$193,968.00	4.14	\$8,030.28		\$14,213.60
7380	Bus Driver		5.90	\$ 0.00		\$ 0.00
9220	Cemetery		7.22	\$ 0.00		\$ 0.00
8810	Clerical	\$1,913,656.00	.22	\$4,210.04		\$7,451.77
9061	Club NOC		2.16	\$ 0.00		\$ 0.00
8742	Collectors		.50	\$ 0.00		\$ 0.00
9083	Concessions		1.47	\$ 0.00		\$ 0.00
9082	Cooks		1.78	\$ 0.00		\$ 0.00
8869	Day Care Professional		1.44	\$ 0.00		\$ 0.00
8831	Dog Catcher		2.02	\$ 0.00		\$ 0.00
7539	Electric Power		4.21	\$ 0.00		\$ 0.00
7705	EMS Drivers		5.86	\$ 0.00		\$ 0.00
7710	Fire Fighters & Drivers		7.96	\$ 0.00		\$ 0.00
7711	Fire Fighters - Volunteers		7.96	\$ 0.00		\$ 0.00
9058	Food Service		2.33	\$ 0.00		\$ 0.00
7590	Garbage Refuse		4.41	\$ 0.00		\$ 0.00
9403	Garbage Collection & Driver		9.21	\$ 0.00		\$ 0.00
7502	Gas Co. Local Distribution & Drivers		5.45	\$ 0.00		\$ 0.00
9060	Golf Club Operation		1.72	\$ 0.00		\$ 0.00
9033	Housing Authority & Sales		2.32	\$ 0.00		\$ 0.00
6836	Marina & Driver - State		5.31	\$ 0.00		\$ 0.00
9410	Municipal County NOC	\$159,603.00	4.23	\$6,751.21		\$11,949.64
9101	Museum/Public Library		4.92	\$ 0.00		\$ 0.00
9102	Parks		4.35	\$ 0.00		\$ 0.00
7720	Police Officers & Drivers	\$2,531,594.00	4.22	\$106,833.27		\$189,094.89
8832	Public Health Nurse - Clinic	\$44,000.00	.43	\$ 189.20		\$ 334.88
8835	Public Health Nurse - Home Health		3.2	\$ 0.00		\$ 0.00
8264	Recycling	\$52,489.00	7.39	\$3,878.94		\$6,865.72
7580	Sewage (Treatment Plant)		3.10	\$ 0.00		\$ 0.00
9402	Sewer Cleaning		5.58	\$ 0.00		\$ 0.00
6306	Sewer Construction		10.43	\$ 0.00		\$ 0.00
8017	Store-Retail NOC		1.98	\$ 0.00		\$ 0.00
9402	Street Cleaning		5.58	\$ 0.00		\$ 0.00
5506	Street & Road	\$849,596.00	7.95	\$67,542.88		\$119,550.90
9015	Swimming Pool		4.14	\$ 0.00		\$ 0.00
8868	Teachers/Youth Division		.54	\$ 0.00		\$ 0.00
9156	Theatre		3.05	\$ 0.00		\$ 0.00
9154	Theatre NOC		2.28	\$ 0.00		\$ 0.00
6319	Water Distribution		5.72	\$ 0.00		\$ 0.00
7520	Waterworks Operations		5.96	\$ 0.00		\$ 0.00
9063	YMCA NOC		1.30	\$ 0.00		\$ 0.00
TOTALS		\$6,497,802.00		\$199,393.35	1.77	\$352,926.23

Attachment: MPR Insurance Update (2973 : Insurance Renewals)