



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5238)

Meeting: 02/11/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5238

Meeting Attachments

ATTACHMENTS:

- 021121 LAND USE AGREEMENT - CITY OF OZARK - FULLY EXECUTED (PDF)
- 021121 HR - PANDEMIC POLICY UPDATE (PDF)

Kenny Singer Construction Company, Inc

P.O. box 631

Aurora Mo. 65605

Phone (417)-678-3871 - Fax (417)-678-4061

LAND USE AGREEMENT

OWNER

Christian County, Missouri
100 W Church Street, RM 100
Ozark, MO 65721
417-581-7242

CONTRACTOR

Kenny Slinger Const. Co., Inc.
PO Box 631
Aurora, MO 65605
417-678-3871

This AGREEMENT, made this 2/11/2021, by and between the above referenced property OWNER and CONTRACTOR, allows the CONTRACTOR to have access to a mutually agreed portion of the OWNER'S land located at the southwest corner of W Oak Street and S 1st Street as shown on the attached Exhibit A to be used as a construction staging area for the continuation of the Downtown Water and Sanitary Sewer Improvement Plans project that is currently being performed by the CONTRACTOR for the City of Ozark.

The OWNER'S PROPERTY covered by this AGREEMENT is described as follows:

- 301 S 1st Street Ozark, MO 65721 (See Exhibit A)

The OWNER hereby grants the CONTRACTOR permission to use the property described above in the following manner.

The CONTRACTOR will be able to establish a materials storage yard in the area shown on Exhibit A for the purposes of storing water pipe and fittings, mobile construction equipment, miscellaneous construction materials and temporary parking for the above referenced project.

All areas to be used for storage will have rock placed in said areas and in access area to prevent track-out onto the pavement. The estimated duration of the project will be from February 15th, 2021 to March 31st, 2021. CONTRACTORS right to use the OWNER'S PROPERTY pursuant to this AGREEMENT shall terminate upon the expiration of thirty (30) days after completion and acceptance of the City of Ozark.

Kenny Singer Construction Company, Inc

Any areas damaged will be restored, CONTRACTOR will regrade the existing gravel and add new if needed to leave the area in a similar condition after the project is complete.

CONTRACTOR agrees to provide and keep in force during the term of this AGREEMENT general liability coverage and will cause the OWNER to be named as an additional insured on CONTRACTOR'S liability policy with limits of liability of not less than sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1st of each year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. Upon request, CONTRACTOR will make available to the OWNER evidence of such coverage. A copy of the CONTRACTOR'S certificate of insurance is provided with this AGREEMENT. The CONTRACTOR will be held responsible for any incidents or Injuries on the area used by the CONTRACTOR during the period of this AGREEMENT, not the OWNER.

Notwithstanding, CONTRACTOR shall defend, indemnify and hold the OWNER harmless from and against all claims, losses, liabilities, damages, causes of action, judgements, costs and expenses (including reasonable attorney fees) of third parties based on their claim for damages to real or personal property or to a person including personal injury or death from any matter arising out of this AGREEMENT. The parties acknowledge that the OWNER is a governmental entity entitled to certain immunities under the Doctrine of Sovereign, Official and Governmental Immunity. In no event shall the language of this AGREEMENT constitute or be constructed as a waiver or limitation of the OWNER'S rights or defenses regarding any applicable sovereign, governmental or official immunities and protection provided by Federal and State constitutional law.

The CONTRACTOR can be reached 24/7 at the following contacts:

- Carl Dobyms, Project Manager 417-425-2972
- Jodie Sparks, Estimator 417-229-0766 cell or 417-678-3871 office

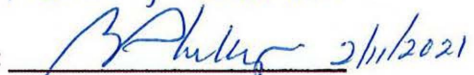
CONTRACTOR

Print Name: Michael W. Singer Sec.

Signature: 

OWNER

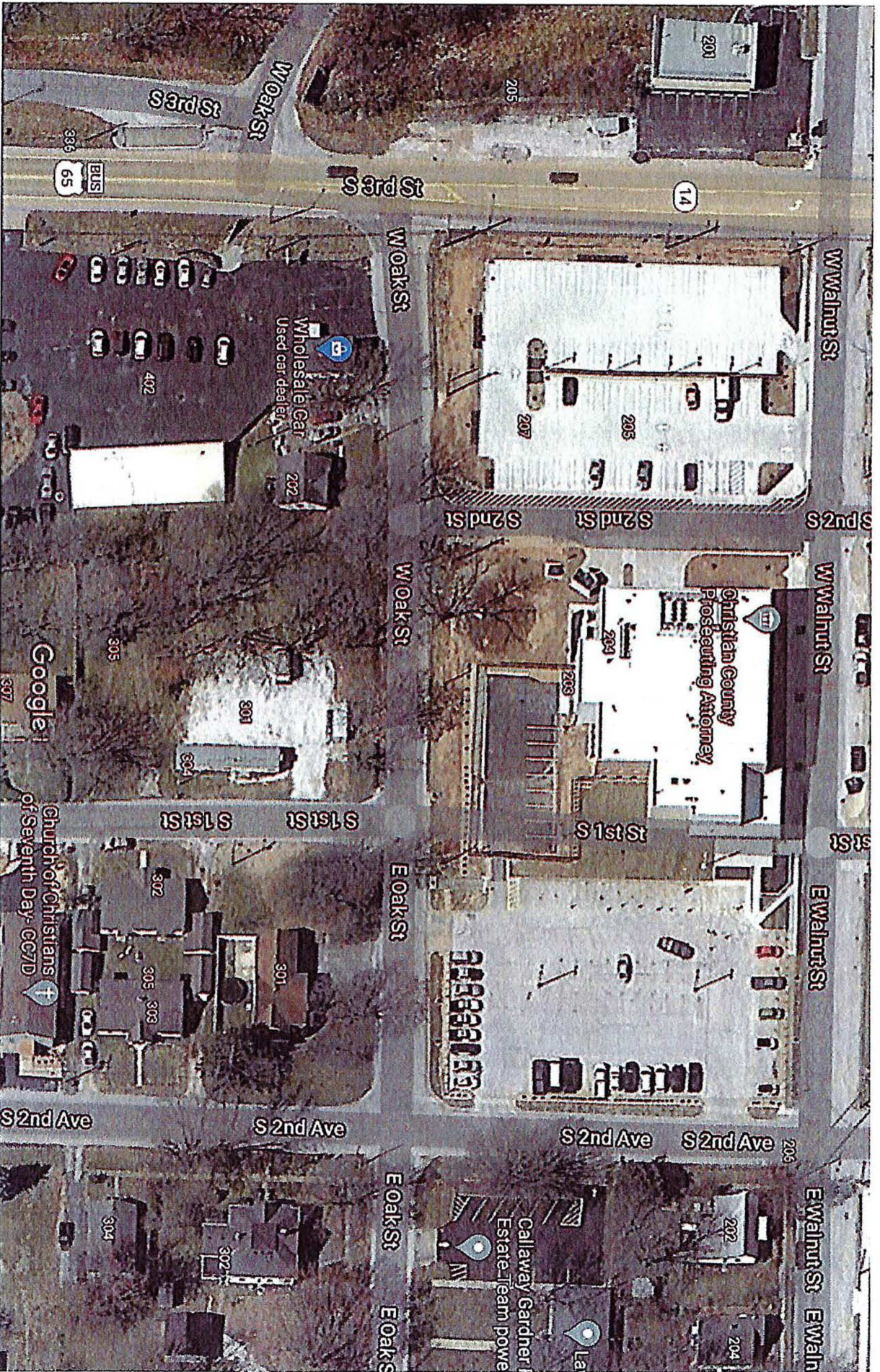
Print Name: Ralph Phillips
Presiding Commissioner

Signature:  2/11/2021

Kenny Singer Construction Company, Inc

EXHIBIT A

Attached: Proposed CONTRACTOR'S staging area location overview and street view.







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson, Inc PO Box 4207 Springfield MO 65808-4207		CONTACT NAME: Angela Broadwater PHONE (A/C, No, Ext): (417) 887-3550 E-MAIL ADDRESS: abroadwater@bpj.com		FAX (A/C, No): (417) 887-3252	
INSURED Kenny Singer Const Co Inc P O Box 631 Aurora MO 65605-0631		INSURER(S) AFFORDING COVERAGE INSURER A: BITCO Insurance Companies			NAIC # 20095
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL2081433952 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	CLP3697134	08/14/2020	08/14/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 OTHER: \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP3697132	08/14/2020	08/14/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP2818722	08/14/2020	08/14/2021	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 OTHER: \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC3697131	08/14/2020	08/14/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Inland Marine			CLP3697134	08/14/2020	08/14/2021	Rented/Leased-Per Item 510,000 Rented/Leased-Agg 1,020,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is an additional insured for General Liability & Automobile Liability. General Liability is primary and non contributory with a per project aggregate. Waiver of Subrogation applies where allowed by law.

CERTIFICATE HOLDER

Christian County, Missouri
100 W. Church St., RM 100

Ozark MO 65721

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Angela Broadwater

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Christian County Pandemic Declaration

Business continuity planning for the County requires preparing for the full range of threats. One threat is the possibility of a pandemic event. A pandemic is defined as a global outbreak when a new virus is able to be transmitted between humans resulting in serious illness and death worldwide. A pandemic event could impact a large percentage of the population and could last for several weeks to a few months. Christian County recognizes the need to prepare for such an event to minimize its negative impact on both the County's employees and citizens.

Purpose

The following procedures have been established in an effort to protect employees' health and safety while limiting the impact on services provided to Christian County citizens.

General Provisions

This policy will be enacted when advised by the Christian County Health Department that a pandemic is imminent or as directed by the Christian County Commission. Each section of this policy may be implemented independently as directed.

Procedures

Workforce Deployment

Each Christian County department and office shall identify its own workforce deployment plan (within its own department) in the event of a declared pandemic event; however, in the event that it is necessary to deploy employees to work in other areas of the County, the following will apply:

1. For the duration of a pandemic event, Christian County will commit to working together to ensure critical services are provided to citizens. Critical services will be defined by the Commission based on criteria that includes timing, estimated duration, availability of vaccines, etc.
2. If a need is identified in a critical area of the County, qualified employees from any location or classification can be assigned to perform the necessary work during the pandemic event, regardless of seniority.
3. For the duration of the pandemic event, qualified management employees may also perform work to ensure critical services are provided to citizens.
4. Supervisors need to take into account exempt and non-exempt employee status when transferring employees.

Vaccinations

The Christian County Health Department with Emergency Management will provide and coordinate the available vaccines to Christian County employees. If a vaccine is available, the number of employees receiving the vaccine may be limited to the number of personnel required to maintain critical and essential services in the County.



Travel **Updated February 11, 2021

Essential work-related domestic travel by employees will be limited and must be approved by the Commission; nonessential work-related domestic travel will be eliminated for the duration of the pandemic event.

Based on the health risk to their families and co-workers, employees will be encouraged to limit personal travel.

Employees who have recently traveled to infested areas must advise Human Resources and must stay home for the designated incubation period. In addition, these employees must keep Human Resources updated of health status.

Upon the outbreak of a pandemic event, infected areas will be determined and a timeframe for employees to stay home after traveling to those areas will be defined.

Pandemic Leave

Once it becomes apparent that a pandemic is likely to affect the region, Christian County Department Heads and Office Holders will work with the Human Resources Department to document employees on leave.

Employees who cannot report to work due to illness must call their supervisor to report their absence prior to the start of their shift (normal office policies apply). Employees who are ill will be sent home. If an employee calls out or is sent home due to illness, the supervisor must immediately report this to the Human Resources Department.

It is important for any employee who is absent from work due to his/her own illness or an illness of his/her spouse, child, or parent during a declared pandemic event to contact Human Resources to ensure proper payment of benefits.

In order to protect the healthy workforce, supervisors are encouraged to send home all employees that show symptoms.

Health Care Provider's Statement

During a declared pandemic, employees will not be expected to submit a health care provider's statement verifying illness or expected return to work dates as outlined in the policy manual. This will allow community health care facilities to utilize resources for the most critically effected population. (Not including FMLA leave)

Social Distancing

Cancel non-essential in-person gatherings/meetings for the duration of the pandemic event. Essential meetings will be limited and will be attended by the fewest possible employees or held in a larger space than generally necessary for the size of the group. Precaution must be taken to avoid transmission of the virus by limiting frequency and types of face-to-face contact among employees and between employees and citizens. There are communication tools that need to be utilized to promote social distancing and decrease face-to-face contact with employees and citizens: including Voice Mail, Teleconferencing, and Email.



Telework

If a pandemic event is declared, Christian County Department Heads and Office Holders will decide which employees can be assigned to telework in order to reduce additional exposure and to ensure continued service to its citizens. Supervisors, or their designees, will be responsible for issuing all telework assignments. General responsibilities of supervisors and their teleworking employees are outlined below: Supervisor or designee will ensure that prior to any pandemic declaration any employee who may be assigned telework has the proper signed policies, equipment, accesses, and connections in place for employees to telework.

1. Supervisor or designee must set parameters for regular communications with his/her employees via email, conference calls, video-conference, online meetings, etc.
2. In order to telework, employees must have already completed any necessary training required in order to perform their duties from their residences.
3. Employees' work hours will generally be on the honor system based on a set work schedule; however, hours can be tracked while the employee is logged into the computer system as well.
4. Employees will be required to comply with all Christian County policies even though they are performing work from their residences.
5. Employees will be covered by all federal, state, and local laws while working from their residences and on their approved work schedule. Christian County is not responsible for any injuries to family members, visitors, and others in the employee's residence while working.
6. Any overtime must be pre-approved by the employee's supervisor. Christian County overtime policy applies as usual. Overtime as outlined in Christian County policies will apply to all non-exempt/hourly employees who telework.

Personal Protective Practices

Employees should wash their hands with soap and water or use a hand sanitizer to cleanse their hands. Any tools or equipment such as hand tools, gas detectors, or other items that may have been in contact with the public should also be disinfected. It is recommended that employees follow these same procedures when working in the more controlled environments within Christian County facilities.

Employees who utilize shared equipment or workstations must use a disinfectant to wipe down the equipment and surfaces before and after each shift. Examples include: telephones, keyboards, pens/pencils, desk tops, hand-held work equipment, or a vehicle's steering wheel.



**** Updated Travel--Effective February 11, 2021**

While Christian County is under the Pandemic Declaration, employees who plan personal travel during their time off will be also be required to complete a Travel Review Form. Employees who choose to travel will follow one of the two protocols depending on their destination:

For High-Risk Travel (outside of the United States, cruises, or hot spots as updated by the Centers for Disease Control and Prevention): Employees who choose to travel to high-risk destinations will be required to be off work, using PTO/Compensatory Time (with supervisor approval) or unpaid to self-quarantine post travel. Amount of time will vary based on circumstance.

1. No later than 5 days prior to the start of the high-risk travel, employees should submit a Travel Review Form to Human Resources.
2. Upon return from home, employees will be asked to monitor their health at home for 7 days before returning to work, however after day 3 the employee can test for COVID-19 (coordinated through the Human Resources Department), if negative the employee may return to work.

Employees who do not report travel to high-risk areas and return to work are in violation of this policy and will be subject to disciplinary action up to and including termination.

For Moderate-Risk Travel: Employees will not be required to fill out a Travel Review Form or be subject to a quarantine upon return (but will be asked to self-monitor for any symptoms of the illness). Employees are encouraged to proceed with caution as, even moderate risk areas outside our County could present a higher risk of exposure. Please follow CDC guidelines/best practices during any travel:

<https://www.cdc.gov/coronavirus/2019-ncov/travelers/travel-in-the-us.html>