

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Monday 02/10/2020

The Camden County Commission met with Presiding Commissioner Greg Hasty and District #2 Commissioner Don Williams. District #1 Commissioner Bev Thomas was out of office.

Meeting Agenda

Commissioner Williams made a motion to approve today's agenda as posted. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes). Session opened at 10:00 A.M.

Prior Minutes

Commissioner Williams made a motion to approve February 4, 2020 minutes. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Hasty (Yes).

New Business

Road Vacation/Quit Claim Deed - Commissioner Hasty made a motion to approve the road vacation of a portion of a public easement located in The Villas at Grandview as presented. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Hasty (Yes) and Commissioner Williams (Yes).

(Space above line saved for recording purposes.)
IN THE COUNTY COMMISSION OF CAMDEN COUNTY, MISSOURI } S.S.
STATE OF MISSOURI }
In re: The Villas at Grandview, Seventh Addition Petition # 01-06-20-01

**ORDER & JUDGEMENT OF VACATION OF PUBLIC EASEMENT
(IN SUBDIVISION OUTSIDE CITY LIMITS)**
NOW ON THIS 6th DAY OF January, 2020, the same being the 1st day of the January Term of the County Commission of Camden County, Missouri a Petition and Application for the vacation of a certain part of a public easement in The Villas at Grandview, Seventh Addition in Camden County, Missouri.

The court finds that heretofore due and proper notice was given that this Petition was first presented on January 6, 2020, at the January Term of the County Court of Camden County, Missouri, which said Notice was posted in five of the most public places in said county for at least (15) days or printed in a public newspaper at least 15 days prior to the January Term of Court, and that said Petition was filed with the Clerk of the County Court, Camden County, Missouri, on November 26, 2019.

The Court finds that the Notice distinctly stated the nature of the application, when the Application and Petition was to be made, and what public easement or part thereof was proposed to be vacated, the same being described as follows:

TRACT & LAND DESCRIPTION
A Tract of land being 20 feet of the Ownership and Parking Easement shown on the plan of The Villas at Grandview, Eighth Addition, recorded on Plat Book 66, page 43 in the Camden County Missouri, more particularly described as follows:

G 2/10/20
D 2/10/20

Commissioners of the Board of Commissioners of Camden County, Missouri, do hereby certify that the foregoing is a true and correct copy of the minutes of the meeting of the Board of Commissioners of Camden County, Missouri, held on the 10th day of February, 2020, at the County Court House, Camden, Missouri, and that the same were read and approved by the Board of Commissioners of Camden County, Missouri, at said meeting.

The Court further finds that Petitioners are the owners of land on all sides of said public easement in The Villas at Grandview, Seventh Addition, in Camden County.

Now on this 6th day of January, 2020, the same being the 1st day of the January Term of the County Commission of Camden County, Missouri.

IT IS THEREFORE ORDERED AND ADJUDGED that the afore described portion of a public easement located in The Villas at Grandview, Seventh Addition, in Camden County, Missouri, is hereby vacated on the 6th Day of January, 2020.



Greg Hasty
Greg Hasty
Presiding Commissioner

Bev Thomas
Bev Thomas
1st District Commissioner

Don Williams
Don Williams
2nd District Commissioner

Rowland A. Todd
County Clerk

Road and Bridge Bid Acceptance- Commissioner Williams made a motion to approve the bid listed at the recommendation of the road and bridge administrator. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), and Commissioner Williams (Yes).



CAMDEN COUNTY ROAD & BRIDGE
1 Court Circle
172 VFW Road
Camdenton, MO 65020

<http://camdenmo.org/>
ccrb@socket.net
Phone: 573-346-4471
Fax: 573-346-0670

February 6, 2020

Camden County Commissioners
1 Court Circle NW, Suite 1
Camdenton, MO 65020

RE: Road & Bridge Department Materials and Supplies Recommendation of Award

On January 16, 2020, at 10:00 a.m., bids were publicly opened and read aloud in the Camden County Courthouse for paint and beads for the Camden County Road & Bridge Department. The following are recommendations on the bid awards and bid tabulations:

PAINT & BEADS (BID 200128-B)

Swarco Industries, LLC
Potters Industries, LLC

Ennis-Flint, Inc.

Recommendation: Accept low and only bid for Paint from Ennis-Flint, Inc. Accept low bid for Beads from Ennis-Flint as well. Camden County has done business with Ennis-Flint, Inc. in the past with satisfactory results.

If you have any questions regarding these recommendations, please feel free to contact me.

Sincerely,

Patrick Wolf
Road & Bridge Administrator

Sheriff Grant MODOT Blueprint Agreement- An agreement between Missouri Highways and Transportation Commission and Camden County was presented. This blueprint for safer roadways program agreement has been approved in years past. Commissioner Williams made a motion to approve the agreement. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes).

CCO Form: HS02 Award name/number: BPC-05-06-Z
Approved: 01/05 (RDC) Award year: FY20
Revised: 03/17 (AR) Modified:

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

County of Camden, (hereinafter referred to as "County"); OR

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 State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the County.

(2) **ACTIVITY:** The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: **Law Enforcement Equipment.**

DISAFTER'S NOTE: Use Option 1 below for Cities, Counties, and other public entities. Use Option 2 below for not-for-profit and for-profit business entities. Delete the Option not chosen.

(3) **INDEMNIFICATION (Option 1):**
(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 (MDOT) or Department 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 MDOT, in addition named insureds in amounts sufficient to cover the maximum liability limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Regulation, and published annually in the Missouri Register pursuant to Section 637.810, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 637.810, RSMo.

(3) 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:** The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of the 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) **NONDISCRIMINATION CLAUSE:** The County shall also comply with all state and federal statutes applicable to the County relating to non-discrimination, 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 20001 and 2000e, et seq.), and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, et seq.).

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

(8) **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.

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

(10) **ACCESS TO RECORDS:** The County and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, receipts, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of the Agreement and any extension.

and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(11) **REIMBURSEMENT:** With regard to work under this Agreement, the County agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by County. The County shall supply to the Commission copies of all bid information, purchase orders, invoices, and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by 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. The Commission shall not provide more than _____ dollars (\$ _____) for this Blueprint safety project.

(12) **USE OF FUNDS:** Any employee of Camden 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 Camden County participates in activities prohibited by the Hatch Act, Camden 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).

(13) **INSPECTION OF IMPROVEMENTS AND RECORDS:** The County shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The County shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) **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.

(15) **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.

(16) **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.

(17) **AUTHORITY TO EXECUTE:** The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have

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

Executed by the County this ____ day of _____, 20____

Executed by the Commission this 7th day of November, 2019.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
Chosen one NAME OF AGENCY OR VENDOR
By: [Signature]
Title: RESIDING COMMISSIONER
By: [Signature]
Title: ASSOC. COMMISSIONER
By: _____
Title: _____
By: _____
Title: _____
ATTEST:
By: [Signature]
Title: Sec'y of State
Approved as to Form: _____
Title: _____
Ordinance No. _____

_____, if agency is a County with a county commission form of government, 3 signatures are required.

Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes). Session closed at 10:07 A.M.

Ordered that the Commission adjourn until Tuesday February 18, 2020.

Greg Hasty, Presiding Commissioner

Lisa Russell

