

# COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Thursday 12/12/2019

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

## Meeting Agenda

Commissioner Thomas made a motion to approve today's agenda as posted. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Session opened at 10:08 A.M.

## Prior Minutes

Commissioner Williams made a motion to approve December 5, 2019 minutes and table the December 10, 2019 minutes. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

## New Business

**C.D.B.G. Grant Contract-** An agreement between Camden County and Missouri State University regarding the CDBG project (paving of Dry Hollow Road) was presented. Commissioner Williams made a motion to approve this agreement. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes). A motion was made by Commissioner Thomas to request a budget amendment on the CDBG Award Project. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Thomas (Yes).

**PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between Camden County, Missouri, hereinafter referred to as Owner, and Missouri State University, hereinafter referred to as Consultant. Owner intends to perform a community development project (paving of Dry Hollow Road) funded by a Community Development Block Grant (hereinafter CDBG), and Owner and Consultant in consideration of their mutual covenants hereinafter agree in respect of the performance of professional services by Consultant and the payment for those services by Owner as set forth below. Consultant shall provide professional services for a Cultural Resource Survey prior to the commencement of the project to which this agreement applies.

**Section 1. Basic Services for Consultant**

Consultant shall perform professional services to prepare a Cultural Resource Survey of the project area which Cultural Resource Survey (hereinafter CRS) shall comply with Osage National Historic Preservation Archaeological Survey Standards which are attached hereto as Exhibit A and incorporated herein.

**Section 2. Owner's Responsibilities.**

The Owner shall:

- 2.1 Provide all criteria and full information as to Owner's requirements and the grant requirements for the project and furnish copies of all documents related to the project which are requested by Consultant.
- 2.2 Assist Consultant by placing at its disposal all available information pertinent to the project area, including previous reports and any other data relative to the project area.
- 2.3 Give prompt written notice to Consultant whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.
- 2.4 Bear all costs incidental to compliance with the requirements of Section 2.

**Section 3. Period of Service.**

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3.1 The provisions of this Section 3 and the rates of compensation for the Consultant's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the CRS through completion.

3.2 Consultant agrees to complete the CRS by the ending date of \_\_\_\_\_.

3.3 If Owner has requested significant modifications or changes in the extent of the CRS, the time of performance of Consultant's services and its rates of compensation shall be adjusted appropriately.

**Section 4. Payments to Consultant.**

4.1 The maximum amount Owner shall pay Consultant for performance of this agreement is \$9,201.39.

4.2 The aforesaid sum shall be paid to Consultant as follows:

**Section 5. General Considerations.**

5.1 The obligation to provide further services under this Agreement may be terminated by either party upon ten (10) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

5.2 Consultant shall comply with all applicable rules, regulations, laws and requirements in relation to the CDBG and Osage National Historic Preservation Archaeological Survey Standards as distributed by the Missouri Department of Economic Development.

5.3 Owner and Consultant each binds itself and its successors, assigns, administrators and legal representatives to the other party to this Agreement and to the successors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations to this agreement.

5.4 Neither Owner nor Consultant shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except as stated in paragraph 5.3 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to or assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent

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Consultant from employing such independent consultants, associates and subcontractors as it may deem appropriate to assist in the performance of service hereunder.

**Section 6. Special Provisions and Exhibits.**

6.1 The following Exhibits are attached to and made a part of this Agreement:

6.1.1 Exhibit A "Osage Nation Historic Preservation Archaeological Survey Standards.

6.1.2 Part II, "Terms and Conditions", consisting of four (4) pages.

6.2 This Agreement (consisting of pages 1 to 12, inclusive), together with the exhibits identified above, constitute the entire agreement between the Owner and Consultant and supersede all prior written or oral understandings. This Agreement and said exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

Camden County, Missouri

Missouri State University

By:   
Greg Hasty, Presiding Commissioner

By: \_\_\_\_\_

By:   
Beverly Thomas, 1<sup>st</sup> District Commissioner

CONSULTANT

By:   
Don Williams, 2<sup>nd</sup> District Commissioner  
OWNER

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County of **CAMDEN** State of Missouri  
1 Court Circle NW, Suite 1  
Camdenton, Missouri 65020

**Presiding Commissioner**  
Greg Hasty

**1<sup>st</sup> District Commissioner**  
Beverly Thomas

**Commissioner Clerk**  
Rowland Todd

Office of the  
CAMDEN COUNTY COMMISSION

**2<sup>nd</sup> District Commissioner**  
Don Williams

December 12, 2019


Missouri Department of Economic Development  
Business and Community Solutions  
Ryan Reed  
Incentive Specialist III  
301 W High St, Room 770  
PO Box 118  
Jefferson City, MO 65102

Dear Mr. Reed,

Camden County, Missouri would like to amend the budget on the CDBG Award Project # FR-2018-23 to accommodate the additional costs that are being incurred with the requirement to complete a Cultural Resource Survey for the Osage Nation.

Please find attached the Funding/Approval Grant Agreement Amendment Request in which we propose moving \$4,000.00 from our Administration budget line item to Other Professional Services and moving \$5,201.39 from Road 2016 also to Other Professional Services. Total Budget adjustment being \$9,201.39, which will cover the contract with Missouri State University to complete the Cultural Resource Survey.

Camden County, Missouri understands that CDBG will not increase the grant amount at any time during the project, and that the moving of funds will not impact the project being completed. If the construction costs are more than what remains in the road budget line items the County understands they will be responsible for covering the additional costs and completing the project.

Sincerely,  
  
Greg Hasty  
Presiding Commissioner

PHONE (573) 346-4440 X-1244 FAX (573) 346-5181

**Tax Abatements**-Commissioner Williams made a motion to approve the following tax abatements as presented. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Williams (Yes) and Commissioner Thomas (Yes). Copy of abatements can be furnished upon request.

Gregory & Lynn Wright – 2018 P.P. 34492- No 48- \$109.09. Please refund and deduct from next month's settlement.

Gary A. & Connie L. Zimmer – 2019 P.P. 65079- No 49- \$124.82. Please refund and deduct from next month’s settlement.

Community Investment Co, Inc– 2018 R.E. 01-8.0-33.0-000.0-005-001.1001- No 50- \$4619.94. Please refund and deduct from next month’s settlement.

International Church of the Foursquare Gospel – 2017 R.E. 12-8.0-33.0-000.0-000-005.005- No 51- \$683.12. Please refund and deduct from next month’s settlement.

International Church of the Foursquare Gospel – 2018 R.E. 12-8.0-33.0-000.0-000-005.005- No 52- \$719.34. Please refund and deduct from next month’s settlement.

Stephen J & Marsha Westhoven and Kevin Michael Westhoven– 2018 R.E. 15-6.0-23.0-000.0-000-019.003.000- No 53- \$18.00. Please refund and deduct from next month’s settlement.

**Adjourn:** With no further official business on the agenda: Commissioner Thomas made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes). Session closed at 10:22 A.M.

Ordered that the Commission adjourn until day Thursday, December 19, 2019.

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*Greg Hasty, Presiding Commissioner*

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*Lisa Russell*