

THE COUNTY COMMISSION
OF
STONE COUNTY, MISSOURI

July 14, 2022

STATE OF MISSOURI |
COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone County was held in the courthouse at Galena, on July 14, 2022. Those in attendance today were Presiding Commissioner Mark Maples, Southern Commissioner Hank Smythe, and Northern Commissioner Wayne Blades.

Morning Session:

9:00 AM – 10:00 AM

Commission Work Session – General Discussion with no decisions.

10:00 AM

Presiding Commissioner Mark Maples and Mike Ussery opened the meeting with the pledge of allegiance to the flag. Those that were present for the meeting were: Mike Ussery, District Director for Billy Long; County Counsel William McCullough; Denise Dickens, Stone County Clerk; Amanda Parton, Stone County Clerk's office.

Approval of Commission Minutes

The matter to approve the minutes for Stone County Commission meetings dated July 12, 2022, was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Minutes ordered approved.

Schedule of Bills - 1

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to the County Commission from the County Clerk's office in the amount of \$1,903.50. The matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Schedule of Bills - 2



Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to the County Commission from the County Clerk's office in the amount of \$43,539.87. The matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Stone County Senior Citizen's Fund Board

Richard Meyerkord recommended Lori Sunde to fill the open position on the Stone County Senior Citizen's Fund Board for a four-year term. The matter to appoint Lori Sunde for a four-year term on the Stone County Senior Citizen's Fund Board was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Recommendation carried.

Discuss LWC Railey Creek Road Application

The Commissioners reviewed and signed an Off-System Bridge Replacement Program (BRO) Work Authorization Agreement for the Medical Springs Road bridge project.

WORK AUTHORIZATION AGREEMENT	
<small>Great River Engineering (hereinafter called the consultant), is pleased to provide the services described below. The purpose of this agreement is to obtain your authorization for the work requested and confirms the terms under which these services are provided and the conditions of agreement.</small>	
<small>Compensation for services will be as indicated below. If we are required to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope of work and associated fees or estimate.</small>	
<small>Please note the attached "Standard Provisions of Agreement".</small>	
<small>Project Name</small> <u>MDOT Local Bridge Program Application for Bridge# LWC Railey Creek Road</u>	
<small>Client Name</small> <u>Stone County</u>	
<small>Street Address</small> <u>108 E. 4th Street</u> <small>Phone Number</small> <u>(417) 357-8141</u>	
<small>City and State</small> <u>Galena, Missouri 65656</u>	
<small>Scope of Work Authorized (scope of work, completion date, fee):</small>	
<ul style="list-style-type: none">• Great River Engineering will prepare a MDOT Local Bridge Program Application for the above referenced project on behalf of the client.• Application will be submitted by the MDOT due date.• Fee will be \$500.	
<small>CLIENT:</small>	<small>GREAT RIVER ENGINEERING:</small>
<small>Executed By:</small> <u>Mark W. Maples</u> <small>Presiding Commissioner</small>	<small>Executed By:</small> <u>Car Galien</u> <small>Name</small>
<small>Title</small>	<small>Principal</small>
 <small>Signature</small>	 <small>Signature</small>
<small>Date</small> <u>7-14-2022</u>	<small>Date</small> <u>6/29/2022</u>

STANDARD PROVISIONS OF AGREEMENT

Client and consultant agree that the following provisions shall be part of their agreement:

1. This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of client and consultant.
2. Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
3. Consultant is not responsible for delay caused by activities or factors beyond consultant's control.
4. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall only act as an advisor in all governmental relations.
5. If the Scope of Work includes services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for the subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deeds; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City or County ordinances affecting subject property; (6) previous Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.
6. All original papers, documents, drawings, and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant.
7. All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
8. Consultant makes no representation concerning the estimated quantities and cost figures made in connection with mps, plans, specifications, or drawings other than that all such figures are estimates only.
9. Consultant does not warrant its work except that it was performed pursuant to generally accepted standards of practice in effect at the time of performance. However, Consultant shall perform its duties hereunder on a best professional efforts basis, consistent with generally accepted industry standards or, in the absence of generally accepted industry standards, consistent with the state of the art within the industry, but Consultant's liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Consultant's work under this Agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in work originally undertaken by Consultant, by Consultant re-performing the defective portion of the work without additional cost to Client, provided Consultant is notified by Client in writing of such defect within ninety (90) days after completion of Consultant's work under each separately assigned project undertaken pursuant to this Agreement and any amendments thereto, and such notice specifically includes a request for re-performance. However, Consultant shall not be liable for any other cost, including but not limited to, replacement materials, equipment or labor incurred by Client in connection with the correction of any such defect.
10. Consultant makes no representations concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the reading or failure to make soil surveys, or subsurface soil tests, or general soil testing.
11. In the event that changes are made in the plans and specifications by client or by any person other than consultant, which changes affect consultant's work, any and all liability arising out of or resulting from such changes is waived by client against consultant, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and consultant consents in writing to such changes. Client agrees to indemnify consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which consultant may sustain or incur as a result of such uncoordinated changes.
12. Client agrees that consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such services will be performed by others, and that the client will defend, indemnify, and hold consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons.
13. Client agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify, and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, exceeding liability arising from the sole negligence of consultant.
14. All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement. In the event Client disputes any invoice item, Client shall give Consultant written notice followed by written confirmation of such disputed item within twenty (20) days after receipt of invoice, and shall apply for payment to Consultant the undisputed portion of the invoice according to the provisions hereof. If no written confirmation is received, the entire invoice amount is due and payable.
15. Client agrees to pay a late payment charge of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
16. Client agrees that if client requests incidental or additional services not specified, client agrees to pay for all such services as extra work. Any revisions to the project details, scope, or concept following client or governmental agency acceptance may result in additional work for the consultant. Client agrees to pay for such additional services.
17. Client shall pay the costs of governmental fees and third party charges such as soils engineering fees, material testing fees, blueprints and reproductions, and all other charges to consultant on this project not specifically covered by the terms of this agreement.
18. In the event all or any portion of the work prepared or partially prepared by consultant is suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein.
19. This agreement shall be governed in all respects by the laws of the State of Missouri. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement shall be exclusively in the Circuit Courts of Greene County, Missouri.
20. The obligation to provide further services under this Agreement may be terminated by either party upon five (5) 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.
21. Notwithstanding anything in this Agreement to the contrary, it is agreed that Consultant shall not be liable in any event for any special or consequential damages suffered by Client and arising out of the engineering, design, construction, management or operation of any project. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of profit, loss of use of any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort, warranty or strict liability.
22. As additional security to Consultant, and as additional consideration for services rendered by Consultant, the person authorizing this Agreement for the Client agrees to personally and irrevocably guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The person authorizing this Agreement for the Client waives notice of acceptance of this guarantee in the event of extension in time of payment, and all other notices to which the undertaking may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not assignable to public agencies.

Discuss LWC Jasmine Road Application

The Commissioners reviewed and signed an Off-System Bridge Replacement Program (BRO) Work Authorization Agreement for the Medical Springs Road bridge project.

WORK AUTHORIZATION AGREEMENT

Great River Engineering (hereinafter called the consultant), is pleased to provide the services described below. The purpose of this sheet is to obtain your authorization for the work requested and confirm the terms under which these services are provided and the conditions of agreement.

Compensation for services will be as indicated below. If we are required to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek a mutually agreeable revision of the scope of work and associated fees or estimate.

Please note the attached "Standard Provisions of Agreement".

Project Name MoDOT Local Bridge Program Application for Bridge# LWC Jasmine Road

Client Name Stone County



Street Address 108 E. 4th Street Phone Number (417) 357-8141

City and State Galena, Missouri 65656

Scope of Work Authorized (scope of work, completion date, fee):

- Great River Engineering will prepare a MoDOT Local Bridge Program Application for the above referenced project on behalf of the client.
- Application will be submitted by the MoDOT due date.
- Fee will be \$500.

CLIENT:

Executed By: 	Executed By: <u>Guy Eabins</u>
<u>Mark W. Maples</u> Presiding Commissioner	Name
Title	<u>Principal</u>
Signature	
<u>7-19-2022</u>	Date

STANDARD PROVISIONS OF AGREEMENT

Client and consultant agree that the following provisions shall be part of their agreement:

- This agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of client and consultant.
- Subsequent modifications to this agreement shall be in writing and signed by both client and consultant.
- Consultant is not responsible for delay caused by activities or factors beyond consultant's control.
- Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies. Consultant shall only act as an advisor in all governmental relations.
- If the Scope of Work includes services on a specific property (subject property), Client shall furnish to Consultant a copy of a current title commitment. If no current title commitment is available for subject property, Client shall furnish Consultant a complete title search to include, but not limited to, the following items: (1) Deeds of record for subject property and all adjoining properties; (2) any book and pages listed on the deed; (3) existing easements affecting subject property; (4) Right-of-way deeds affecting subject property; (5) City of County ordinances affecting subject property; (6) previously Minor Subdivisions and/or Administrative Subdivisions affecting subject property; and (7) any relinquishment or vacation documents affecting subject property. Physical copies of the above mentioned documents are required.
- All original papers, documents, drawings, and other work product of consultant, and copies thereof, produced by consultant pursuant to this agreement, except documents which are required to be filed with public agencies, shall remain the property of consultant.
- All services provided pursuant to this agreement may be used by client only for the project described on the face hereof.
- Consultant makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only.
- Consultant does not warrant its work except that it was performed pursuant to generally accepted standards of practice in effect at the time of performance. However, Consultant shall perform its duties hereunder on a best professional efforts basis, consistent with generally accepted industry standards or, in the absence of generally accepted industry standards, consistent with the state of the art within the industry; but Consultant's liability in the event of defect, error, omission, or failure (collectively called "defect") in any of Consultant's work under this Agreement shall be limited to defects arising out of its sole negligence and further limited to the correction of defects in work originally undertaken by Consultant, by Consultant re-performing the defective portion of the work without additional cost to Client, provided Consultant is notified by Client in writing of such defect within ninety (90) days after completion of Consultant's work under each separately assigned project undertaken pursuant to this Agreement and any amendments thereto, and such notice specifically includes a request for re-performance. However, Consultant shall not be liable for any other cost, including but not limited to, replacement materials, equipment or labor incurred by Client in connection with the correction of any such defect.
- Consultant makes no representation concerning soil conditions unless specifically included in writing in this agreement, and he is not responsible for any liability that may arise out of the making or failure to make soil surveys, or subsurface soil tests, or general soil testing.
- In the event that changes are made in the plans and specifications by client or by any person other than consultant, which changes affect consultant's work, any and all liability arising out of or resulting from such changes is waived by client against consultant, and client assumes full responsibility and liability for such changes unless client gives consultant prior written notice of such changes and consultant consents in writing to such changes. Client agrees to indemnify consultant against any and all liability, loss, costs, damages, fees of attorneys, and other expenses which consultant may sustain or incur as a result of such unconsented changes.
- Client agrees that consultant will not perform on-site construction review for this project unless specifically provided for in this agreement, that such service will be performed by others, and that the client will defend, indemnify, and hold consultant harmless from any and all liability arising from or resulting from the performance of construction review by other persons.
- Client agrees that in accordance with generally accepted construction practices, construction contracts will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property; that this requirement shall be made to apply continuously and not be limited to normal working hours, and client further agrees to defend, indemnify, and hold consultant harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of consultant.
- All fees and other charges will be billed monthly and shall be due at the time of billing unless otherwise specified in this agreement. In the event Client invoices, and client shall give Consultant verbal notice followed by written confirmation of such disputed item within twenty (20) days after receipt of invoice, and shall apply for payment to Consultant the undisputed portion of the invoice according to the provisions hereof. If no written confirmation is received, the entire invoice amount is due and payable.
- Client agrees to pay a late payment charge of 1-1/2% per month applied to any unpaid balance commencing thirty (30) days after the date of the original billing. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- Client agrees that if client requests incidental or additional services not specified, client agrees to pay for all such services as extra work. Any revision to the project details, scope, or concept following client or governmental agency acceptance may result in additional work for the consultant. Client agrees to pay for such additional services.
- Client shall pay the costs of governmental fees and third party charges such as soils engineering fees, material testing fees, blueprints and reproductions, and all other charges to consultant on this project not specifically covered by the terms of this agreement.
- In the event all or any portion of the work prepared or partially prepared by consultant is suspended, abandoned, or terminated, client shall pay consultant for all fees, charges, and expenses provided for the project, and to exceed any contract limit specified herein.
- This agreement shall be governed in all respects by the laws of the State of Missouri. Unless otherwise mandated by law, venue for any litigation arising out of this Agreement shall lie exclusively in the Court of the County of Greene Missouri.
- The obligation to provide further services under this Agreement may be terminated by either party upon the 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.
- Notwithstanding anything in this Agreement to the contrary, it is agreed that Consultant shall not be liable in any event for any special or consequential damages suffered by Client and arising out of the engineering, design, construction, management or operation of any project. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of profit, loss of use of any species, or other property, or any other indirect, special or consequential damages, whether arising in contract, tort, warranty or strict liability.
- As additional security to Consultant, and as additional consideration for services rendered by Consultant, the person authorizing this Agreement for the attorney's fees, regardless of whether formal legal action is instituted in the collection of past due balances. The person authorizing this Agreement for the Client agrees to personally and fully guarantee payment by Client, including interest and all costs of collection incurred by Consultant, including reasonable attorney's fees, of this guarantee, notice of any extension in time of payment, and all other notices to which the undersigned may be entitled by law, including demand against Client and consent to the above agreement subject to this guarantee being assigned without notice to me. Guarantee is not applicable to public agencies.

Recess: 10:15 AM

Public Time:

Time was extended to anyone who wanted to speak to the commission at this time.

Adjournment:

The adjournment of the Stone County Commission meeting was brought to decision by roll call vote: Smythe – yes; Maples – yes; Blades – yes. Meeting adjourned at 10:26 AM.