



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

October Term

~ Minutes ~

Monday, October 26, 2015

8:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Kay Brown	County Clerk	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM
Todd Wisehan	Planning / Development Administrator	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - 10-26-15-1 Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell, Todd Wiesehan Planning and Development Administrator and County Auditor Lacey Hart.

The County Commission met to approve the October 26, 2015 agenda.

Presiding Commissioner Ray Weter entertained a motion to approve the agenda.

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

Motion/Vote - 8:55 AM Kay Brown-County Clerk

Discussion - 10-26-15-3 Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell, Todd Wiesehan Planning and Development Administrator and County Auditor Lacey Hart.

The County Commission met to approve the minutes.

Presiding Commissioner Ray Weter entertained a motion to approve the October 8th, 2015 minutes.

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

Motion/Vote -

Approve October 15th, 2015 Minutes

Presiding Commissioner Ray Weter entertained a motion to approve the October 15th, 2015 minutes.

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

Motion/Vote -

Approve Court Order 10-26-2015-01

The County Commission reviewed and approved Court Order 10-26-2015-01 for CART for the total amount of \$ 135,253.46.

Presiding Commissioner Ray Weter entertained a motion to approve Court Order 10-26-2015-01.

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

Motion/Vote - 9:00 AM Todd Wiesehan-Planning & Development

Right of Way Dedication - 10-26-15-6 2557 : Right of Way-Willoughby Rd-C2

The meeting was attended by Commission Secretary Cheryl Mitchell, Todd Wiesehan Planning and Development Administrator and County Auditor Lacey Hart.

The County Commission met with Planning and Zoning Administrator Todd Wiesehan to review the Right-of-Way Deed for Willoughby Road to transfer additional easement to the Common 2 Road District. The Grantors are Kyle and Amanda McCoy.

Presiding Commissioner Ray Weter entertained a motion to approve the Right-of-Way Deed for Willoughby Road to transfer additional right-of-way to Common 2 Road District.

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

Motion/Vote - 9:00 AM

Approve the Right-of-Way Deed for Crabapple Road

The meeting was attended by Commission Secretary Cheryl Mitchell, Todd Wiesehan Planning and Development Administrator and County Auditor Lacey Hart.

The County Commission met with Planning and Zoning Administrator Todd Wiesehan to review the Right-of-Way Deed for Crabapple Road to transfer additional easement to the Selmore Special Road District. The Grantor is Karen Testerman.

Presiding Commissioner Ray Weter entertained a motion to approve the Right-of-Way Deed for Crabapple Road to transfer additional right-of-way to the Selmore Special Road District.

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

Motion/Vote - 9:30 AM Christian County Commission

Discussion - 10-26-15-4 Pictometry Cooperation Agreement

The meeting was attended by Commission Secretary Cheryl Mitchell, Assessor Danny Gray.

The County Commission met Assessor Danny Gray to discuss the pictometry cooperation agreement share cost for all the municipalities share the cost based on the tiles prescribed to did one 2012

Assessor Danny Gray said the county elected not to participate in the 2013 flyover of the county. Christian County is responsible for \$ 63,158.72, to be divided in thirds with one third paid by the county, another third paid by the Assessor and the remaining third to be paid by 911. Assessor Gray said Greene County, Nixa, Ozark, and Christian County are splitting the cost based on the number of tiles for each entity.

Presiding Commissioner Ray Weter said he did not want to approve this until 911 has confirmed they are contributing to the cost.

Assessor Danny Gray said he would contact the 911 office to confirm they are paying a third of the cost.

Presiding Commissioner Ray Weter entertained a motion to have the minutes reflect that the cost share for the pictometry for the County will be divided in thirds with the County, the Assessor and 911 sharing equally in the total cost.

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

Motion/Vote - 10:00 AM Christian County Commission & City of Ozark

Discussion - 10-26-15-2 Street Lighting Improvements, IGA & Resolution

The meeting was attended by Commission Secretary Cheryl Mitchell and Ozark City Administrator Steve Childers.

The County Commission met with Ozark City Administrator Steve Childers to discuss an Intergovernmental Agreement with the City of Ozark for the lighting to be implemented at the Highway CC and 65 interchange.

Steve Childers said this intergovernmental agreement will be at no cost to the county. Mr. Childers said the City of Ozark is a member of the Ozark Transportation Organization and has accrued funds from the Ozark Transportation Organization that can only be used on State Highways. The OTO requires a twenty percent match to obtain the funds. Mr. Childers expressed his appreciation to the County for the changes at the intersection of Highway CC and 65 that will benefit the City of Ozark.

Mr. Childers said this would be an opportunity to utilize these funds to dress up the entrance to Ozark and the cost share would give the county access to the funds to pay the bills on the lighting for this intersection. Mr. Childers said there may be an addendum as the project progresses.

John Housley and David Collignon has reviewed and signed the intergovernmental agreement.

Presiding Commissioner Ray Weter entertained a motion to approve the Intergovernmental Agreement between Christian County and the City of Ozark regarding the design costs and lighting for the CC and 65 Highway interchange.

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

Motion/Vote - 10:30 AM Miranda Beadles-Highway Engineer

Discussion - 10-26-15-5 Road Department Organization

The meeting was attended by Commission Secretary Cheryl Mitchell, County Road Engineer Miranda Beadles, County Road Supervisors: Jason Stutesmun, Brent Young and Richard Teague.

The County Commission met with County Road Engineer Miranda Beadles, County Road Supervisors: Jason Stutesmun, Brent Young and Richard Teague to discuss road department organization of the Common 1 and 2 Road Districts.

Miranda Beadles said the last time they met they discussed the proposed changes for the road departments with the Commission. There was also discussion regarding the employees positions and how Brent, Jason and Richard would be paid. Miranda said in the beginning their wages would be split 60/40 for the wages and benefits for Brent and Jason eventually becoming a 50/50 sharing the cost.

Miranda Beadles said Brent and Jason will be will be helping keeping better records and there will be more efficient code enforcement regarding the right of way.

Presiding Commissioner Ray Weter asked about the road signage for the county since we have become a first class county. Are we up to date?

Miranda said, Adam Day will handle the mechanical jobs and his other responsibilities will be the administrative duties.

Richard Teague said Adam will not be a road supervisor but will be responsible to send the guys out for their job and and check on them. Miranda said this would be the same for Scott Grider.

Western Commissioner Bill Barnett asked, "Why would you want all three of them in one spot in Ozark?"

Miranda Beadles said they would be there to coordinate purchases, requisitions, and to be available for questions from the citizens and the County Commission.

Presiding Commissioner Ray Weter asked, "Where is the money to refit an office and will it be coming out of road monies? Commissioner Weter said there will be hard costs of desks, phones and computers."

Miranda said, "It would be split three ways."

Miranda said, "We are not interested in moving walls we all have desks and computers and don't think there will be any hard costs such as construction. There would be costs to change the phones and have PC Net to make the changes on the network."

Miranda Beadles said, "The ultimate goal is to have all three of us in Ozark to make the road departments work more efficiently."

Commissioner Sue Ann Childers said, "You would want to add to your job duties a section about representing the county during litigation regarding the road departments."

Presiding Commissioner Ray Weter stated Miranda would like to have it approved to give her direction to work with Lacy on the revised budget.

Commissioner Bill Barnett said he thinks they should get raises.

Miranda Beadles said the pool of money will be reallocated among the employees.

Presiding Commissioner Ray Weter entertained a motion to approve the reorganization of the Christian County Road Department.

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

Motion/Vote - 1:00 PM Barb Stillings-Circuit Clerk

Discussion - Salary Commission

The meeting was attended by Commission Secretary Cheryl Mitchell, Presiding Commissioner Ray Weter, Eastern Commissioner Sue Ann Childers, Western Commissioner Bill Barnett, Assessor Danny Gray, Sheriff Brad Cole, Treasurer Karen

Matthews, Public Administrator Ken Davis, Collector Ted Nichols, Recorder of Deeds Kelly Hall, County Auditor Lacey Hart and County Clerk Kay Brown and Christian County Headliner News Amelia Wigton.

The minutes are kept in the County Clerk's Office and the County Commission Office.

Motion/Vote - Ollis, Akers & Arney

Discussion - Insurance Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell, County Auditor Lacey Hart, John Akers, Richard Ollis, Kevin Robbins and County Clerk Kay Brown.

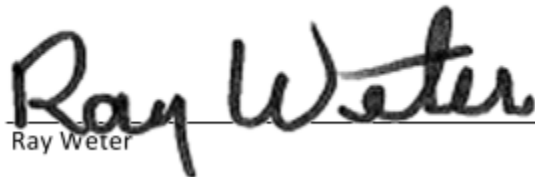
The County Commission met with the Richard Ollis, Kevin Robbins and John Akers for a presentation of their health insurance.

Mr. Ollis said their insurance company currently has 50 employees and the company is employee owned. Mr. Ollis said they recently merged with Akers and Arney which have been in business since the 1950's. Mr. Ollis said his insurance company has been in business since the 1800's. Mr. Ollis said his company also offers human resource consultant services as part of the health insurance.

The County Commission listened to the presentation and stated they are planning to make a decision regarding the County's health insurance on Thursday.

III. Adjournment

The meeting was closed at 4:15 PM


Ray Weter

Presiding Commissioner, Ray Weter


Bill Barnett

Western Commissioner, Bill Barnett

A handwritten signature in black ink that reads "Sue Ann Childers". The signature is written in a cursive, flowing style.

Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

CERTIFIED COURT ORDER #10-26-2015-01

The Treasurer is hereby ordered to pay the following entities:

RECEIVED
 NR
 OCT 22 2015
 11:40am
 KAY BROWN
 COUNTY CLERK

October 2015 Cart

October 2015 Term

RECEIPT: 26132			
DATE: October 22, 2015			
AMOUNT RECEIVED		295-420-221	135,253.46
			Check #
BRIDGE		15.00%	20,288.02
	ROAD MILES		
COMMON 1	297.51	29.67%	40,129.70
COMMON 2	280.69	27.99%	37,857.44
BILLINGS SPECIAL	103.25	10.30%	13,931.11
GARRISON SPECIAL	24	2.39%	3,232.56
OZARK SPECIAL	102.97	10.27%	13,890.53
SELMORE SPECIAL	27.5	2.74%	3,705.94
SOUTH SPARTA SPECIAL	11.1	1.11%	1,501.31
STONESHIRE SPECIAL	5.3	0.53%	716.85
TOTAL ROADS	852.32	100.00%	114,965.44
TOTAL BRIDGE			20,288.02
TOTAL DISBURSED			135,253.46

Ray Weter

Presiding Commissioner Ray Weter

Sue Ann Childers

Eastern Commissioner Sue Ann Childers

Bill Barnett

Western Commissioner Bill Barnett

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 26th day of October, 2015.

Kay Brown

Kay Brown, Clerk of the County Commi

Attachment: Crt. Ord. 10-26-2015-01 (10-26-15-3 : Approve Minutes & Financials)



Recording Date/Time: 10/28/2015 at 10:25:29 A

Instr #: 2015L13539

Book: 2015 Page: 13426

Pages: 4

Fee: \$33.00 S 20150013428

SELMORE SPECIAL



Kelly Hall Recorder of Deeds

RIGHT OF WAY DEED

THIS DEED is made and entered into this 15th day of October, 2015, by and between Karen Teste-man of Nixa, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the Grantor further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the Grantee herein; that the premises are fee and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Crabapple Rd - Selmore Special

Christian County, Missouri

Attachment: 10-26-2015 Crabapple Rd.- Selmore Special (10-26-15-6 : Right of Way-Willoughby Rd-C2 & Crabapple Rd-Selmore Special)

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Karen R. Jesterman

STATE OF MISSOURI)
COUNTY OF Christian) SS

On this 15th day of October, 2015, before me personally appeared Karen R. Jesterman, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.

Cathy Leming
Notary Public
Cathy Leming
(Printed Name)

My Commission Expires:
March 8, 2018



The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 26th day of October, 2015.

Ray Weter
Ray Weter, Presiding Commissioner

Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Bill Barnett
Bill Barnett, Western Commissioner

ATTEST:
Kay Brown
County Clerk

EXHIBIT " A "

REGARDING CRABAPPLE ROAD

A RIGHT-OF-WAY located in part of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 16, Township 26N, Range 21W, Christian County, Missouri, described as commencing at a nail at the Southwest corner of said Northwest Quarter of the Southeast Quarter; thence along the West line thereof N00°13'25"W 346.36 feet; thence continuing along said West line N00°01'56"W 479.99 feet for a true point of beginning of said right-of-way; Thence continuing along said West line N00°01'56"W 494.52 feet to the North line of said Northwest Quarter of the Southeast Quarter; thence along said North line S89°36'00"E 8.00 feet; thence S09°15'56"E 68.56 feet; thence S00°34'08"E 426.98 feet; thence N89°36'00"W 23.00 feet to the point of beginning.



FLAGG, JAIME B (TRUST)
18051600000006000

NEW
← ROW

LAGO, JAIME B (TRUST) TESTERMAN, KAREN RAE (TRUST)
18051600000006000 180516000000013000

Sect 16
Twn 26
Rng 21

FIELDS, DAVID L & KIM D (TRUST)
180516000000013001

NIXA VILLAGE CENTRE NORTH LLC
180516000000011000

CRABAPPLE ROAD

SELMORE SPECIAL

Attachment: 10-26-2015 Crabapple Rd.- Selmore Special (10-26-15-6 : Right of Way-Willoughby Rd-C2 & Crabapple Rd-Selmore Special)



Recording Date/Time: 10/28/2015 at 10:23:50 AM

Instr #: 2015L13538

Book: 2015 Page: 13425

Pages: 4

Fee: \$33.00 S 20150013427



Kelly Hall Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

#2015-0268

THIS DEED is made and entered into this 13 day of October, 2015, by and between Kyle Miller Amanda McCoy of Christian County, Missouri, hereinafter referred to as "Grantor", and CHRISTIAN COUNTY, MISSOURI, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

100 W Church St Rm #100 OZARK, MO 65781

WITNESSETH, that the Grantor, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said Grantee, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the Grantor further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the Grantee herein; that the premises are fee and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Willoughby Rd CA

Christian County, Missouri

Attachment: 10-26-2015 Willoughby Rd- CC2 (10-26-15-6 : Right of Way-Willoughby Rd-C2 & Crabapple Rd-Selmore Special)

THIS GRANT and easement shall, at all times be deemed to be and shall be, a continuing covenant running with the land and shall be binding upon the successors and assigns for the Grantor.

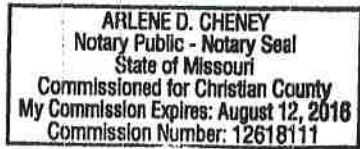
IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

[Handwritten Signature]
Amanda McCoy

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 13th day of October, 2015, before me personally appeared Kyle & Amanda McCoy, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.



[Handwritten Signature]
Arlene D Cheney
(Printed Name)

My Commission Expires: 8-12-16

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 20th day of October, 2015.

[Handwritten Signature]
Ray Weter, Presiding Commissioner
[Handwritten Signature]
Sue Ann Childers, Eastern Commissioner
[Handwritten Signature]
Bill Barnett, Western Commissioner

ATTEST:
[Handwritten Signature]
County Clerk

Attachment: 10-26-2015 Willoughby Rd- CC2 (10-26-15-6 : Right of Way-Willoughby Rd-C2 & Crabapple Rd-Selmore Special)

Sec: 22
Twn: 27
Rng: 23

KERR, STACEY
0905220000000800
GARDNER, JAMES & DEBBIE
0905220000000900

NICKEL, GLYNA D
0905220000000800
SEAWEL, DANIE
090522000000012

WILLOUGHBY RD

NEW ROW

HUFFMAN, TIM D & CONNIE A
09082700000003003

HEAD, JUSTIN
0908270000000003

PARRISH, RICHARD & M
090827000000001002

MCCOY, KYLE S & AMANDA K
09082700000002000

Sec: 27
Twn: 27
Rng: 23

HENSLEY, SARAH
09082700000003001

EDEN, ROBERT & GRETCH
09082700000001004

PARTEE, VIRGIL & SU
09082700000000100

MICKLEY, GLENN & MAUDIE C (TRUST)
090827000000013000

COMMON TWO

Attachment: 10-26-2015 Willoughby Rd- CC2 (10-26-15-6 : Right of Way-Willoughby Rd-C2 & Crabapple Rd-Selmore Special)

EXHIBIT A

DESCRIPTION OF DEFICIENT RIGHT-OF-WAY FOR DEDICATION

**ALL OF THE NORTH 25.00 FEET OF THE NORTHWEST QUARTER OF THE
NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 23 WEST,
CHRISTIAN COUNTY, MISSOURI, CONTAINING 0.76 ACRES SUBJECT TO
RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.**

Attachment: 10-26-2015 Willoughby Rd- CC2 (10-26-15-6 : Right of Way-Willoughby Rd-C2 & Crabapple Rd-Selmore Special)

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 11th day of October 2015, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "COMMISSION") and the CITY OF OZARK, a municipal corporation (hereinafter referred to as "CITY"), for the purpose of the aesthetic improvement of the interchange at State Highway CC and US Highway 65.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and the City to work cooperatively for the common good of aesthetically improving the interchange at State Highway CC and US Highway 65; and

WHEREAS, The CITY and COMMISSION have expressed an interest in upgrading the light fixtures that are currently planned for the improvements to the intersection at State Highway CC and US highway 65 and CITY has agreed to pay for the increased costs utilizing Federal and Local funds; and

WHEREAS, the COMMISSION and the Missouri Department of Transportation have entered into a cost share agreement to pay for the cost of the interchange construction and those costs did not include the aesthetically pleasing light poles requested by CITY; and

WHEREAS, the CITY agrees to utilize federal surface transportation funds received through the Ozarks Transportation Organization and local matching funds as set forth below to pay the difference between the cost of the standard light poles and the more aesthetically pleasing poles.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the COMMISSION in the cost of the CITY's request for more aesthetically pleasing light poles.
2. **Financial Responsibilities.** With regard to the work being funded by the COMMISSION under this agreement, the CITY and the COMMISSION agree as follows:
 - A. The CITY will request a transfer of Twenty Thousand Nine Hundred and Sixty Seven Dollars (\$20,967.00) in federal surface transportation funds to Christian County by the Ozarks Transportation Organization no later than December 1, 2015.
 - B. The CITY will pay to Christian County the sum of Five Thousand Two Hundred and Forty-Two Dollars (\$5,242.00) from its local funds no later than December 1, 2015.

- C. The COMMISSION agrees to take all those actions necessary including, but not limited to, the execution of those “change orders” that may be required by the Missouri Department of Transportation to include the aesthetically pleasing light poles designated by CITY in the improvements at the intersection of State Highway CC and US Highway 65.
3. **General Independent Contractor Clause.** The COMMISSION and the CITY who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the COMMISSION and CITY each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the COMMISSION and the CITY.
4. **Miscellaneous.**
- A. The CITY agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA. The COMMISSION agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
5. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 582-4300
 Facsimile: (417) 581-5924
 Email: countycommission@christiancountymo.gov

City of Ozark
 ATTENTION: Steve Childers
 City of Ozark
 P. O. Box 295
 Ozark, MO 65721

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Ozark have caused this Intergovernmental Cost Share Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Board, as of the day and year first written above, and hereby further agree that this agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

CITY OF OZARK

By: Ray Weter
Ray Weter, Presiding Commissioner

By: Steve Childers
Steve Childers, City Administrator

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Address:
P.O. Box 295
Ozark, MO 65721-0295

By: Bill Barnett
Bill Barnett, Western Commissioner

ATTEST:
Chandra Hodges
Chandra Hodges, City Clerk

Address:
100 W. Church Street, Room 100
Ozark, MO 65721

COUNTY CLERK:

APPROVED AS TO FORM:

By: Kay Brown
Kay Brown

By: David V. Collignon
David V. Collignon, City Attorney

APPROVED AS TO FORM:

By: John W. Housley
John W. Housley, County Counselor

Attachment: 10-26-2015 IGA City of Ozark (10-26-15-2 : Street Lighting Improvements, IGA & Resolution)