



# Christian County Commission

100 West Church St, Room 100  
Ozark, MO 65721

January Term

<http://ChristianCountyMO.iqm2.com>

~ Minutes ~

Wednesday, January 13, 2016

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 |
| Nikki Thiessen   | Assistant              | Present | 8:50 AM |
| Ashley Hannah    | Secretary              | Present | 8:50 AM |

## II. Agenda

### **Motion/Vote - 8:50 AM Kay Brown-Christian County Clerk**

Minutes & Financials Approval - 1. 2742 : Approve Minutes and Financials

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Nixa City Administrator Brian Bingle, Judy Dollarhite, and Nixa Mayor Brian Steele.

No financials to approve.

### **Motion/Vote -**

December 28, 2015 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for December 28, 2015.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner    |
| <b>SECONDER:</b> | Bill Barnett, Western Commissioner        |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

### **Motion/Vote -**

December 29, 2015 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for December 29, 2015.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Bill Barnett, Western Commissioner        |
| <b>SECONDER:</b> | Sue Ann Childers, Eastern Commissioner    |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote -**

December 31, 2015 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for December 31, 2015.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner    |
| <b>SECONDER:</b> | Bill Barnett, Western Commissioner        |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote -**

January 4, 2016 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for January 4, 2016.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Bill Barnett, Western Commissioner        |
| <b>SECONDER:</b> | Sue Ann Childers, Eastern Commissioner    |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote -**

January 6, 2016 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for January 6, 2016.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner    |
| <b>SECONDER:</b> | Bill Barnett, Western Commissioner        |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote -**

January 7, 2016 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for January 7, 2016.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Bill Barnett, Western Commissioner        |
| <b>SECONDER:</b> | Sue Ann Childers, Eastern Commissioner    |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote - 8:55 AM Christian County Commission**

Discussion - Approve Agenda

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Nixa City Administrator Brian Bingle, Judy Dollarhite, and Nixa Mayor Brian Steele.

Presiding Commissioner Weter said County Clerk Kay Brown cancelled her 9:30 a.m. agenda item.

Presiding Commissioner Weter entertained a motion to approve the amended agenda for January 13, 2016.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED AS AMENDED [UNANIMOUS]</b>     |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner    |
| <b>SECONDER:</b> | Bill Barnett, Western Commissioner        |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote - 9:00 AM Brian Bingle-City of Nixa**

Discussion - Joint Economic Development Initiative

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Nixa City Administrator Brian Bingle, Judy Dollarhite, Nixa Mayor Brian Steele, Ozark City Administrator Steve Childers, Ozark Chamber of Commerce Director Andrea Sitzes, Amelia Wigton, Public Administrator Ken Davis, Treasurer Karen Matthews, and Jim Billedo.

Brian Bingle presented the Joint Economic Development Initiative. This initiative creates a Business Development Corporation that will allow public, private, or joint partnerships that focuses on the economic development of Christian County.

Presentation followed.

Mr. Bingle is asking the Commission to agree to the formation of a Christian County Business Development Corporation. Mr. Bingle is recommending the Public/Private Sector model for advancing Christian County economic development.

The goals and the draft 2016 budget of the Joint Economic Development Initiative were reviewed. The wages, benefits, and expenses of the initiative would be divided between Christian County, Ozark, Nixa, and Private Sector Investors, which would include a Board of Directors. An initial \$95,000 marketing analysis to help launch the initiative is not included in the draft 2016 budget.

Mr. Bingle said the City of Nixa has agreed to support the initiative and the same presentation is scheduled for the City of Ozark. Once both cities have agreed to participate in the initiative, a presentation will be delivered to business owners.

Mr. Childers has preliminarily discussed the initiative with the Ozark Board of Alderman. He is confident that this is the right progress for the County and said he is enthusiastic about presenting the Business Development Corporation to the Private Sector Investors.

Mayor Steele said the Joint Economic Development Initiative is part of Nixa's long-term strategic plan.

Presiding Commissioner Weter said he has spoken with Ozark Mayor Rick Gardner and he is enthusiastic about the initiative.

Mr. Bingle said that Alderman Randy Wright is excited about the Business Development Corporation and will be beneficial in getting the business community on board.

Commissioner Childers asked Mr. Bingle about their investment timeline. Answer: They want to have the Public Sector secured when the presentation is made to the Private Sector Investors. The presentation to Ozark is planned for the week of January 25, 2016, then a February date will be identified to hold a banquet for the Private Sector.

Commissioner Childers endorsed the initiative.

Presiding Commissioner Weter expressed a concern over the five year commitment to finance the Business Development Corporation on future elected officials. Answer: Mr. Bingle said that he can appreciate the Commissioner's concerns, he is confident that future officials will see the benefit of the initiative.

Commissioner Barnett commended the Nixa and Ozark Community leaders and endorsed the initiative.

Presiding Commissioner Weter opened the floor to public comment. No comments.

Presiding Commissioner Weter entertained a motion to establish a commitment to support the formation of a 501 (c) (3) in partnership. At the appropriate time, the Commission will consider a financial investment.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner    |
| <b>SECONDER:</b> | Bill Barnett, Western Commissioner        |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote - 9:34 AM Ken Davis-Christian County Public Administrator**

Discussion - Indigent Cremation

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Judy Dollarhite, Public Administrator Ken Davis, Treasurer Karen Matthews, Auditor Lacey Hart, and Jim Billedo.

Ken Davis presented a court order that allows him to take charge of the unclaimed bodily remains of Suzanne Murray. Mr. Davis is asking the Commission for the authority to dispose of Ms. Murray's remains and turn them over to her son, over which he has Guardianship.

Presiding Commissioner Weter entertained motion to fund the cost of disposition of Suzanne Murray's remains.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner    |
| <b>SECONDER:</b> | Bill Barnett, Western Commissioner        |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**Motion/Vote - 10:00 AM Brad Cole-Christian County Sheriff**

Agreement - Saddlebrook Community Center Lease Agreement

Attendees: Assistant Nikki Thiessen, Assistant Ashley Hannah, Judy Dollarhite, Jim Billedo, Sheriff Brad Cole, Captain Tom Koch, Amber Duran, and Auditor Lacey Hart.

Sheriff Cole presented a lease for office space in the Saddlebrook Community Center. The agreement is an indefinite lease at no cost to the County and provided by the Village of Saddlebrook. Sheriff Cole said this location is on the south edge of the County and will provide a safe place for deputy's to complete reports and conduct business.

County Counselor John Housley has reviewed and signed the agreement between the Sheriff's office and the Village of Saddlebrook.

Auditor Lacey Hart asked if the dates on the agreement still reflect 2015. Answer from Sheriff Cole: No, the agreement is dated January 2016.

Presiding Commissioner Weter entertained a motion to approve the no cost lease between the Christian County Sheriff and the Village of Saddlebrook for office space.

|                  |  |
|------------------|--|
| <b>RESULT:</b>   | <b>ADOPTED [2 TO 0]</b>                |
| <b>MOVER:</b>    | Sue Ann Childers, Eastern Commissioner |
| <b>SECONDER:</b> | Ray Weter, Presiding Commissioner      |
| <b>AYES:</b>     | Ray Weter, Sue Ann Childers            |
| <b>AWAY:</b>     | Bill Barnett                           |

**Motion/Vote - 10:15 AM Christian County Commission**

Discussion - Addendum to IT Services

Attendees: Assistant Nikki Thiessen, and Assistant Ashley Hannah,

County Prosecutor Amy Fite has requested an addendum to the PC Net agreement that I.T. Technicians and Help Desk employees must pass an initial and annual background check, sign a confidentiality agreement, and agree that Prosecutor office computers are to be remotely accessed only when approved for access and while user is logged in to the computer. No un-supervised or after-hours remote work allowed.

Presiding Commissioner Weter entertained a motion to endorse the County Prosecuting Attorney's request.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Bill Barnett, Western Commissioner        |
| <b>SECONDER:</b> | Sue Ann Childers, Eastern Commissioner    |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |

**III. Adjournment**

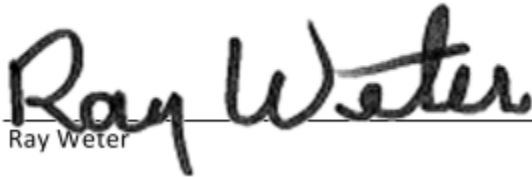
The meeting was closed at 10:19 AM

**Motion/Vote -**

Adjourn

The County Commission completed the scheduled meeting for today and will resume session on January 14, 2016.

|                  |   |
|------------------|---|
| <b>RESULT:</b>   | <b>ADOPTED [UNANIMOUS]</b>                |
| <b>MOVER:</b>    | Bill Barnett, Western Commissioner        |
| <b>SECONDER:</b> | Sue Ann Childers, Eastern Commissioner    |
| <b>AYES:</b>     | Ray Weter, Bill Barnett, Sue Ann Childers |



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

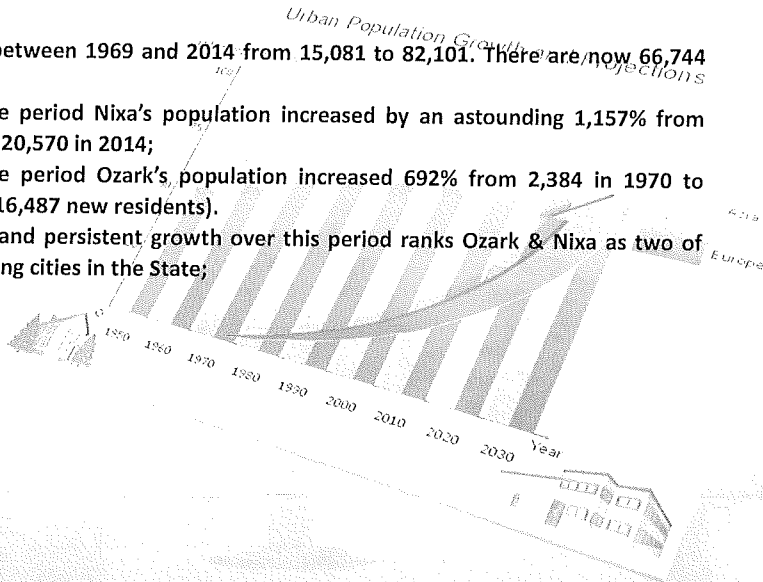


**CHRISTIAN COUNTY WILL BECOME A DESTINATION FOR HIGH QUALITY TALENT AND INNOVATIVE EMPLOYERS IN THE SPRINGFIELD REGIONAL MARKET PLACE**

**CHRISTIAN COUNTY**

Christian County has been one of the most rapidly growing counties in Missouri for over three (3) decades:

- 444% increase between 1969 and 2014 from 15,081 to 82,101. There are now 66,744 new residents;
- During the same period Nixa's population increased by an astounding 1,157% from 1,635 in 1970 to 20,570 in 2014;
- During the same period Ozark's, population increased 692% from 2,384 in 1970 to 18,871 in 2014 (16,487 new residents).
- The continuous and persistent growth over this period ranks Ozark & Nixa as two of the fastest growing cities in the State;





Christian County's growth was initially fueled by a persistent stream of migration from neighboring counties dominated by Greene (45% of all migration), but the County also has a relatively high birth rate (15<sup>th</sup>) in the state and a low death rate of 107<sup>th</sup> in the state, which has contributed to a high rate of natural increase 9,970 since 1990.

Over 50% of these migrants are young, educated and employed and they fall into a psychographic profile termed Urban Cliff Climbers—"residents that represent the definitive "working class," and are young and in pursuit of their individual dreams.



**While all of this impressive**, Christian County is highly dependent on commuters working in Greene County: 44% of all personal income and 53% of all jobs. *(University of MO Extension: Sharon Gulick)*

In 2013, TIP Strategies estimated that 80% of Christian County's workforce commutes outside of the county each day. This commuting pattern not only poses challenges for the area's transportation networks, it also poses challenges for local commerce that depend on the area's day-time population. *Tip Strategies 2013*



**Economic development today:**

- focuses much more on creativity, entrepreneurial spirit and range of worker talent.

Available land, low taxes and incentives are still factors, but not the primary factors as in the past.

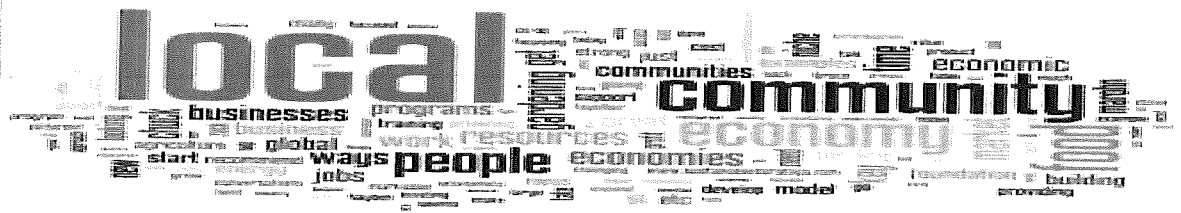
- There is a strong focus on the region, rather than a single community.
- To be successful, these regions must have the ability to learn and adapt to the changing global economy.

Most importantly, economic development today is successful only when a partnership between the business, government and nonprofit sectors exists. By working together, they can create a community/region that is attractive to new residents (workers) and businesses, while continuing to provide for the existing businesses and residents.

Christian County needs to stop the leakage of jobs and retail commercial opportunities and develop a blueprint for a more balanced growth to increase Christian County’s self-sufficiency within the region.

Our objective is to formulate an on-going, concerted, and collaborative effort for the county that is aimed to create more employment opportunities for its residents by supporting its existing employers and attracting new employers to the region. It is the intent of such an effort to deliberately shape the region’s economic future in each of our cities, county and region.

This balanced approach to growth is necessary to secure a positive outlook for Christian County.



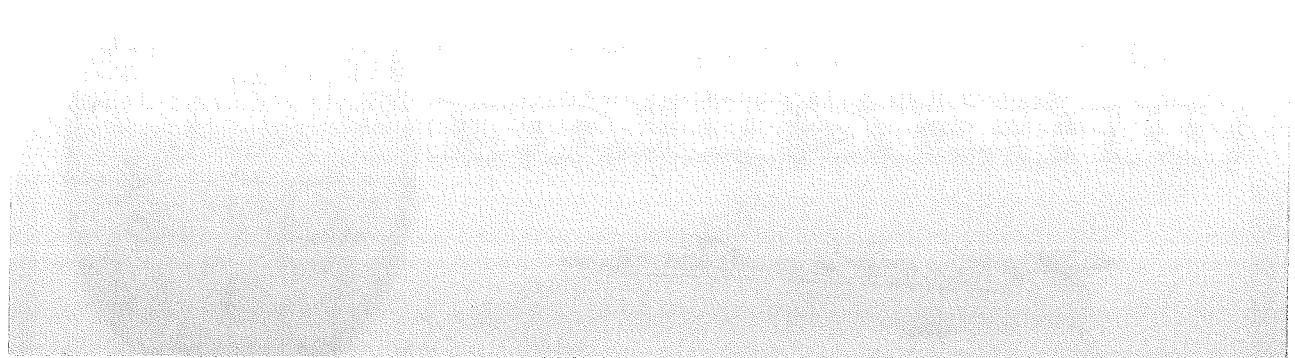
## 2. Private Sector Model

- Funded with private money
- Not restricted by political boundaries
- Allows for greater level of confidentiality
- Direction is set by its members, and
- Politics are minimized

## 3. Public/Private Model

- Funded with both public and private money
- Establishes public private partnership
- Facilitates infrastructure improvements, and
- Can have stand alone governing board or affiliate with public or private sector group.

## ARTICLES OF INCORPORATION:

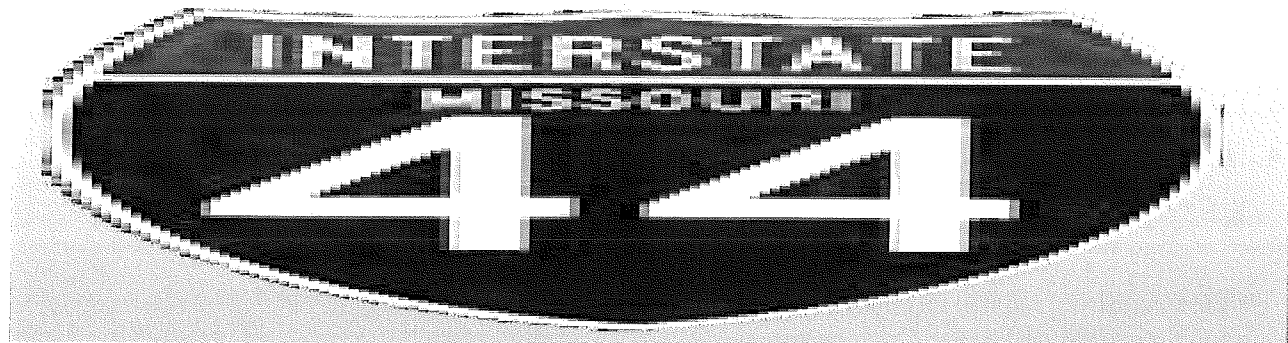


Springfield's (2/14/83): are specifically to support and assist in the development of jobs, and thereby to enhance the economic welfare of the inhabitants...foster greater employment opportunities...improving the standard of living of the inhabitants...to aid in the development of jobs.. for those seeking gainful employment, but are unable to do so by virtue of lack of employment...to reduce the burdens of taxpayers in providing subsistence payment...to an organization exempt under Section 501(c)(3)...to be used exclusively for assembling and dissemination of a community profile, analysis of any community tension, discrimination, physical deterioration, and economic development efforts...to conduct studies and propose improvements with regard to the quality, utilization and effectiveness of economic development...to encourage industrial and business expansion by encouraging business and industrial enterprises to locate in the City of Springfield.



Joplin Business and Industrial Development Corporation (10/21/85)

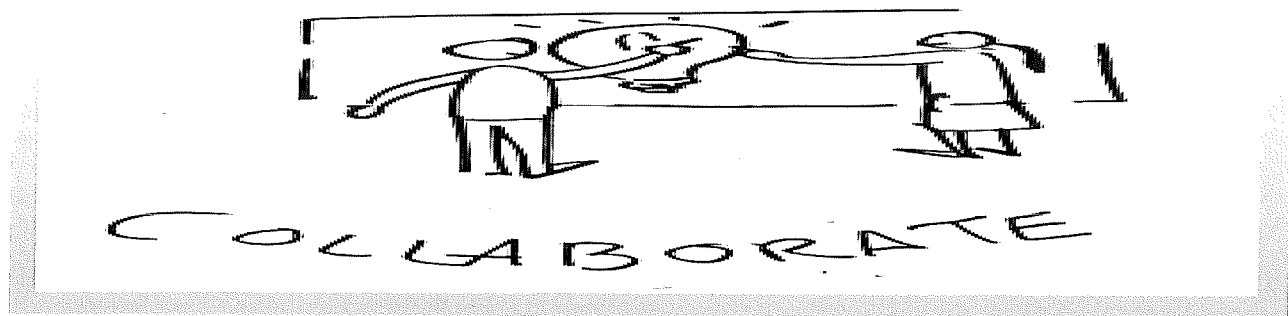
This Corporation is organized exclusively for charitable purposes as described in Section 501(c)(3) of the Internal Revenue Code 1954...specifically to support and assist in the development of jobs...to enhance the economic welfare of the inhabitants...by fostering greater employment opportunities...thereby the standard of living of the inhabitants...to reduce the burdens of the taxpayers in providing subsistence payments to those unable to obtain gainful employment...exclusively for assembling and dissemination of a community profile, analysis of any community tension, discrimination, physical deterioration, and economic efforts...to conduct studies and propose improvements with regard to the quality, utilization and effectiveness of economic development...encourage economic development and industrial expansion...encourage employment opportunities



***CHRISTIAN COUNTY  
WILL BECOME A DESTINATION  
FOR HIGH QUALITY TALENT AND INNOVATIVE  
EMPLOYERS  
IN THE SPRINGFIELD REGIONAL MARKET PLACE***

It takes about 7 years to get a Ph.D. in economics from a leading school. But ... you can capture the seven years of schooling in one sentence:

“IF THE OTHER GUY’S GETTING BETTER, THEN YOU’D BETTER GET BETTER FASTER THAN THAT OTHER GUY’S GETTING BETTER...OR YOU’RE GETTING WORSE.” Tom Peters



“If you want to keep getting what your getting, keep doing what you’re doing.”

### Economic Development Director (Wage and Benefit) analysis

| <u>City/County</u>         | <u>Population</u> | <u>Entry Wage</u> | <u>Max. Wage</u> |
|----------------------------|-------------------|-------------------|------------------|
| West Plains                | 11,986            | \$50,000          | \$75,000         |
| St. Charles                | 65,794            | \$75,000          | \$91,000         |
| Smithville                 | 8,425             | \$46,800          | \$68,323         |
| Rolla                      | 19,559            | \$70,000          | \$85,000         |
| Raymore                    | 19,206            | \$57,754          | \$86,632         |
| Odessa                     | 5,300             | \$44,829          | \$54,218         |
| N. Kansas City             | 4,208             | \$55,661          | \$83,492         |
| Lake St. Louis             | 14,545            | \$78,148          | \$117,222        |
| Independence               | 116,830           | \$59,547          | \$104,547        |
| Columbia                   | 108,500           | \$76,003          | \$160,705        |
| Branson                    | 10,520            | \$68,660          | \$102,990        |
| <b>Average</b>             |                   | <b>\$62,036</b>   | <b>\$93,603</b>  |
| W/Benefits (@30% est.)     |                   | <u>\$18,610</u>   | <u>\$28,080</u>  |
| <b>Annual Wage/Benefit</b> |                   | <b>\$80,646</b>   | <b>\$121,683</b> |

#### Expenses (cont.)

Office: *It is proposed that either Christian, Ozark, Nixa or another--yet decided, neutral site provide office space and administrative assistance to the ED Director*

|   |                     |
|---|---------------------|
| <b>Supplies</b>                         | \$500               |
| <b>Postage and Shipping</b>             | \$1,200             |
| <b>Telephone</b>                        | \$800 (Cell and LD) |
| <b>Professional Expenses</b>            |                     |
| Business Retention                      | \$8,000             |
| Business Entrepreneurial                | \$8,000             |
| Business Marketing & Attraction         | \$25,000            |
| Project management                      | \$5,000             |
| <b>Education &amp; Certification(s)</b> |                     |
| IEDC                                    | \$3,500             |
| Governor's ED Conference                | \$1,200             |
| MEDC membership & conference(s)         | \$3,000             |
| SREP                                    | <u>\$5,000</u>      |
| <b>Wage &amp; Benefit (prev. page)</b>  | \$80,646            |
| <b>Total with entry-level wages</b>     | <b>\$141,846</b>    |

**Please join us as a partner in Christian County's  
economic development  
future...**





**MEMORANDUM OF UNDERSTANDING**

*For the formation of a  
Christian County Business Development Corporation*

**WHEREAS**, Christian County and its incorporated cities fully support and are prepared to partially fund the creation of a Business Development Corporation for the sole purpose of officially advancing Christian County's economic development; and,

**WHEREAS**, a Business Development Corporation shall be formed in accordance with the Internal Revenue Service's 501(c) (3) regulations; and,

**WHEREAS**, the 501 (c) (3) shall provide private sector monetary investments to the Business Development Corporation as a tax deductible contribution; and,

**WHEREAS**, the Business Development Corporation shall be a public/private partnership, hereinafter referred to as partners, established for the purpose of financing the Corporation, and,

**WHEREAS**, the Corporation shall oversee and hire a professional economic development staff who shall fully comply with all responsibilities towards the advancement of Christian County's economic development;

**NOW, THEREFORE**, it is hereby agreed by and between the partners as follows:

- The Business Development Corporation's 2016 budget is estimated at \$141,846.00.
- Christian County, the City of Nixa and the City of Ozark shall each pay \$25,000.00 annually for the first five (5) years of the corporation's life, with the intent of continuing this financial contribution towards the economic prosperity of the county thereafter;
- Upon receipt of adequate private sector financial commitments in the amount of \$66,846.00, Christian County, the Cities of Ozark and Nixa shall hire an attorney to prepare a 501(c) (3) business development corporation.

A recommended Investment Schedule is as follows:

|             |             |
|-------------|-------------|
| Legacy      | \$25,000.00 |
| Pinnacle    | \$15,000.00 |
| Cornerstone | \$10,000.00 |
| Anchor      | \$ 5,000.00 |
| Sustaining  | \$ 2,500.00 |
| Stakeholder | \$ 1,000.00 |

As a Private Sector Investor, I hereby commit to an annual payment of \$\_\_\_\_\_ for the next five (5) years for the purpose of financing the Business Development Corporation's economic development efforts in Christian County. . I agree that this is an enforceable pledge of financial support.

**Business Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone No.** \_\_\_\_\_

Attachment: Joint Economic Development Initiative (2749 : Joint Economic Development Initiative)

# REQUEST FOR CHECK

**Date: January 13, 2016**

Make check payable to: Springfield Mortuary Service

Purpose of check: Cremation of Suzanne Murray, removal & 2 death certificates-Indigent

Amount of check: \$523.00

Fund: 101-170-403

By: Ray Weter  
Ray Weter

**Bristol Care**  
Residential Care Facilities · (888) 826-0404  
www.bristol-manor.com

*Please give  
check to Ken Davis.*

Attachment: Indigent Cremation (2750 : Indigent Cremation)



COUNTY OF CHRISTIAN  
STATE OF MISSOURI

REQUISITION FOR MATERIAL

I CERTIFY THAT THE ITEMS LISTED BELOW ARE NECESSARY FOR THE PROPER OPERATIONS OF THIS DEPARTMENT AND THAT UNENCUMBERED BALANCES ARE SUFFICIENT TO MEET THE ESTIMATED COST



No 11807

Vendor Springfield Mortuary Service

OFFICE Public Admin.  
[Signature]  
Authorizing Signature

DATE: 1/11/16

P.O. No. 16-11807-1

| Quantity          | Fund        | Description  | Price                             |
|-------------------|-------------|--|-----------------------------------|
| 1                 | 101-170-403 | Cremation of Suzanne Murray<br>Removal<br>Death Certificates (2) | 350.<br>150.<br>23. <sup>00</sup> |
| <b>TOTAL &gt;</b> |             |  | <b>523.<sup>00</sup></b>          |

This transaction complies with RSMo. Section 50.160, 50.166, and 50.660, unless otherwise noted

Vendor Springfield Mortuary Service  
Address 520 S. Patterson Ave Spfld MO 02

Code: P = Purchase    S = Supply  
B = Bid                SB = State Bid  
C = Contract         Q = Quote

**Auditor Certification**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same. (for use with First and Second class counties only)

[Signature]                                  [Signature]                                  1/13/16  
Audited By    Auditor Certification    Date

**ORDER TO ISSUE WARRANT**

Christian County Commission on the 13 day of Jan, 2016, does hereby approve the purchase above, and, upon receipt of the item/items and/or the performance of such services and receipt of the correct invoice, thereafter orders the County Clerk to issue a warrant therefor.

[Signature]    [Signature]    [Signature]  
Presiding Commissioner    Western Commissioner    Eastern Commissioner

I, Kay Brown, Clerk of the County Commission, hereby certify the above to be a true copy of proceedings of said County Commission, on the day and year above written as the same appears of record in my office.

**WARRANT:**

**TREASURER OF THE COUNTY OF CHRISTIAN:** Pay to the vendor above described \$ \_\_\_\_\_ out of any money in the treasury appropriated for the payment of the above-described item.

Given at the courthouse this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by order of the County Commission.

Attest: \_\_\_\_\_  
Clerk    Check No.    Auditor

White - Accounting

Canary - Commission Copy

Pink - Department Copy

Attachment: Indigent Cremation (2750 : Indigent Cremation)



**KEN DAVIS**  
**CHRISTIAN COUNTY**  
**PUBLIC ADMINISTRATOR**

100 West Church, Room 207  
 Ozark, Missouri 65721  
 Telephone [417] 582-4370  
 Fax [417] 581-3254

## Fax Cover

|   |   |
|---|---|
| Date: 1/7/2016                            | Re: Suzanne Murray  |
| To: Spfd Mortuary Service<br>Attn: Cassie | From: Ken Davis<br>Christian County Public Administrator Office |
| Phone: (417) 862-2826                     | Phone: (417) 582-4370   |
| Fax: (417) 869-9242                       | Fax: (417) 581-3254   |

Number of pages including cover sheet: 2

Cassie,

Per our phone conversation, please find attached an order to take charge of the bodily remains in the estate of Ryin Weeks; RE: Suzanne Murray Deceased.

Suzanne is the mother of Ryin Weeks and Ryin is the only known relative and he is under a court ordered Guardianship.

Suzanne's remains are currently at the Greene County Medical Examiner's office awaiting pick up and cremation.

Would you please make arrangements to remove her remains, perform a direct cremation and obtain two certified copies of her death certificate? I understand that the cost to Christian County will be \$523.00. That includes \$150.00 for removal, \$350.00 for cremation and \$23 for the two death certificates.

Please let me know if you have any questions.

Thank you

Ken Davis  
 Christian County Public Administrator

Attachment: Indigent Cremation (2750 : Indigent Cremation)

IN THE CIRCUIT COURT OF CHRISTIAN COUNTY, MISSOURI  
PROBATE DIVISION

**FILED**  
BARBARA D. STILLINGS

JAN 04 2016

CIRCUIT CLERK  
CHRISTIAN COUNTY, MO

IN THE ESTATE OF )  
 )  
RYIN WEEKS, )  
 )  
WARD-PROTECTEE. )

ESTATE NO.11CT-PR00052


**ORDER TO TAKE CHARGE OF BODILY REMAINS**

Now on this day, the Court takes up the Petition of Guardian and Conservator, Ken Davis and finds the following:

1. That ward protectee's mother Suzanne Murray died on December 12<sup>th</sup>, 2015 and her bodily remains are currently being held at the Greene County Medical Examiner's office.
2. That ward protectee is Suzanne Murray's only living relative.
3. That it is ward protectee's wish to have his mother cremated.

IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED , Conservator Ken Davis has authority to sign documents to have Suzanne Murray released from the Greene County Medical Examiner to Springfield Mortuary Service for direct cremation.

DATE 1-4-16

  
Doug Bacon, Judge  
Probate Division  
Christian County Probate Court

COURT SEAL OF



CHRISTIAN COUNTY

Attachment: Indigent Cremation (2750 : Indigent Cremation)

### Lease for Suite A5 Saddlebrook Community Center

|   |  |               |             |
|---|--|---------------|-------------|
| <b>Signing Date</b>                     | January 13, 2016   |               |             |
| <b>Landlord and notice address</b>      | Saddlebrook Property Owners Association, Suite A3,<br>776 Saddlebrook Dr., Saddlebrooke, MO 65630  |               |             |
| <b>Tenant and notice address</b>        | Christian County Sheriff's Office<br>110 W. Elm Street Room 70, Ozark, MO. 65721   |               |             |
| <b>Guarantors and addresses</b>         | N/A  |               |             |
| <b>Legal Description of Premises</b>    | Saddlebrook Community Center<br>776 Saddlebrook Dr., Saddlebrook, MO 65630   |               |             |
| <b>Permitted uses</b>                   | N/A  |               |             |
| <b>Possession date</b>                  | Upon execution of this lease   |               |             |
| <b>Date rent starts</b>                 | N/A  |               |             |
| <b>Monthly due date for base rent</b>   | N/A  |               |             |
| <b>Monthly amount of base rent</b>      | Amount   | Starting Date | Ending Date |
|   | -0-  | n/a           | n/a         |
| <b>Lease term</b>                       | Indefinite. Tenant occupies premises at the pleasure of the landlord but is free to vacate premises at any time, however Tenant agrees to vacate premises within 30-days of receipt of written notice by landlord requiring Tenant to vacate premises. |               |             |
| <b>Notice of exercise of renewal</b>    | N/A  |               |             |
| <b>Taxes</b>                            | Landlord will pay all property taxes on real property comprising the premises.   |               |             |
| <b>Tenant's maintenance obligations</b> | In addition to the requirement stated in paragraph 11, Tenant shall at all times maintain the interior of Tenant's suite.  |               |             |

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|  | <b>Prohibited uses and acts (without Landlord's written permission)</b> | <ul style="list-style-type: none"> <li>• Assignment or subletting by Tenant.</li> <li>• Alterations of HVAC, plumbing, and electrical systems.</li> <li>• Penetrations of roof and walls.</li> <li>• Fires and fireworks, inside or outdoors.</li> <li>• Additions to exterior of building.</li> <li>• Erection of interior walls.</li> <li>• Making permitted improvements that do not comply with applicable building codes.</li> <li>• Activities not related to the uses described in paragraph 6, above.</li> <li>• Violation of ordinances of Christian County or the Village of Saddlebrooke.</li> </ul> |
|  | <b>Sign rules</b>   | Landlord reserves the right to approve all signs placed on the Premises and to make reasonable rules for Tenant's signs, including approval of size, color and design. Tenant allowed one panel on each the east and west sides of existing lighted outdoor Community Center sign, with artwork, installation and removal done at Tenant's expense.   |
|  | <b>Tenant's acceptance of Premises</b>                                  | By taking possession Tenant accepts Premises as-is.   |
|  | <b>Trash removal</b>  | No trash may be accumulated inside or outside other than in trash receptacles unless approved by the Landlord. All trash is to be ultimately deposited into an outdoor trash receptacle provided by the Landlord. Tenant shall also timely set out trash receptacle for trash collection service as necessary weekly, such service to be to responsibility of the Landlord.   |
|  | <b>Utilities</b>  | Electrical utility, heat and air conditioning shall be furnished by the Landlord. Tenant is responsible for arranging separately with Landlord for any use of Landlord provided telephone service and equipment, internet connection and/or satellite service. Internet connection requires tenant to furnish its own router. Virtual extension, fax lines and other services may be made available upon request. Internet and phone charges are due and payable at the same time as monthly rent.  |

Attachment: Saddlebrook Lease (2752 : Saddlebrook Community Center Lease Agreement)

|  |                                    |   |
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|  | <b>Indemnification of Landlord</b> | Indemnification clause omitted  |
|  | <b>Condemnation</b>                | <p><b>Taking.</b> If a condemning authority (such as a unit of government or a utility company) takes the entire Premises or so much of the Premises as to render the balance unusable by Tenant, either through the condemnation process or the threat of condemnation for any public or quasi-public purpose (collectively "Condemnation"), this Lease shall terminate on the date that title or possession to the Premises is taken by the condemning authority, whichever is earlier.</p> <p><b>Award.</b> In the event of any Condemnation, the entire award for such taking shall belong to the Landlord. Tenant shall have no claim against Landlord or the award for the value of any unexpired term of this Lease or otherwise. Tenant shall be entitled to independently pursue a separate award in a separate proceeding for Tenant's relocation costs directly associated with the taking, provided such separate award does not diminish Landlord's award.</p> |

Attachment: Saddlebrook Lease (2752 : Saddlebrook Community Center Lease Agreement)



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|  | <p><b>Damage or destruction of Premises and leasehold modifications and improvements</b></p> | <p>If the Premises are destroyed or damaged so as to be unfit for ordinary occupancy and use, in the judgment of either the Tenant or the Landlord, by fire, storm, explosion, earthquake or other casualty, this lease will be subject to immediate termination by either party.</p> <p>If Landlord determines that the Premises and/or the Building can be rebuilt or restored in a reasonable period of time it shall give notice of such decision to the Tenant within 30 days from the date of the happening of such casualty. Nevertheless, nothing precludes either party's ability to terminate the lease agreement at will.</p> <p>No modifications or improvements shall be made to the Premises without the advance written approval of the Landlord. No approval will be granted without Landlord receipt of a detailed written plan for modification of the Premises. Any change or modification approved and made to the Premises shall comply with those plans without deviation (unless such deviation is otherwise approved in writing by the Landlord) and become the permanent property of the Landlord. Any modification or improvement made to the premises by the Tenant without the prior written approval of the Landlord shall be restored to its original condition upon demand by the Landlord.</p> |
|  | <p><b>Enforcement and Waiver of Jury Trial</b></p>   | <p>Upon a default by the Tenant, Landlord shall have all the remedies available under Missouri law, and the exercise of one remedy shall not eliminate the availability of another.</p> <p>If either party obtains legal counsel to enforce any right under this Lease or to obtain relief for the breach of any term, condition or covenant herein, the prevailing party shall be entitled to recover the reasonable costs and expenses of such proceedings. Upon Tenant's default, Landlord shall be entitled to judgment that includes unpaid rent for the entire remaining term of the lease and the reasonable costs of advertising and obtaining a new tenant (including reasonable real estate broker's commissions), prejudgment interest at the statutory rate, and reasonable attorney fees, witness fees and mileage, deposition costs, and inspection costs, whether or not a law suit is actually filed.</p> <p>In addition, Landlord and Tenant each waive the right to trial by jury in any legal proceeding for enforcement of this Lease, for termination of this Lease or for possession of the Premises.</p>  |
|  | <p><b>Right of entry</b></p>   | <p>Landlord or Landlord's agents shall have the right to enter the Premises at a reasonable times for inspections and to show the Premises to prospective Tenants or Purchasers, and to make such repairs, alterations, improvements or additions as the Landlord may deem desirable, provided that Landlord gives Tenant reasonable notice prior to such entry, except in the event of a bona fide emergency.</p>   |

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|  | <b>Amendments</b> | <b>Must be in writing, signed and dated by both Landlord and Tenant.</b> |

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| <p><b>Liability and Casualty Insurance</b></p> | <p>(a) Liability. At all times throughout the term of this lease, Tenant shall, at its own cost and expense, provide the following insurance coverage: Comprehensive public liability insurance against claims for the personal injury, death or property damage occurring in connection with the use and occupancy of the Premises and the improvements thereon, with such limits up to the statutory liability damage caps for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 of each calendar year and published annually in the Missouri Register pursuant to Section 537-610, RSMo. The policy of liability insurance the Tenant agrees to provide and keep in full force during the term of its Lease of the leased premises shall, during the balance of the 2016 calendar year, provide coverage with limits of liability not less than TWO MILLION SEVEN HUNDRED TWENTY-SEVEN THOUSAND FOUR HENDRED AND EIGHT-NINE AND NO/100 DOLLARS (\$2,727,489.00) for all claims arising out of a single occurrence or FOUR HUNDRED NINE THOUSAND ONE HUNDRED TWENTY-THREE AND NO/100 Dollars \$409,123.00) with respect to injuries and/or death of any one person in a single occurrence or an amount of not less than ONE MILLION AND NO/100 Dollars (\$1,000,000.00) for all claims to property arising out of a single occurrence.</p> <p>(b) Landlord and Tenant further agree that the Sheriff and the governing body of Christian County, Missouri, in general, and all of their officials, deputies, agents and employees, are relying on, and do not waive, intend to waive or limit any of their rights and/or defenses with regard to governmental, sovereign or official immunity as provided by the Missouri common law or any state or federal statute or constitution.</p> <p>(c) Policies. All policies referenced in this Section shall contain a clause that the insurer will not change or cancel the insurance without first giving the Landlord thirty (30) days prior written notice. The policies shall name the Landlord as an additional insured. If required, the policies shall be endorsed with a copy of said endorsement to the Landlord.</p> <p>(d) At all times throughout the term of this lease, landlord shall, and its own cost and expense, provide and maintain fire and extended coverage insurance on the building located on the leased Premises in an amount of not less than eighty percent (80%) of the full insurable value of said Building and shall maintain comprehensive general liability insurance on the leased Premises in such amounts as Lessor may desire. Lessor shall deliver to Tenant a Certificate of Insurance, which shall declare that the Landlord may not cancel the same in whole or in part without giving Tenant written notice of its intention to do so at least (30) days in advance notice.</p> |
|--|---|

Attachment: Saddlebrook Lease (2752 : Saddlebrook Community Center Lease Agreement)

By Jon Cortner Date 14 Jan 2016  
Jon Cortner-Authorized Representative for the Village of Saddlebrook

By Ray Weter Date Jan 13, 2016  
Ray Weter-Presiding Commissioner of Christian County

By Bill Barnett Date 1-13-16  
Bill Barnett-Western Commissioner of Christian County

By Sue Ann Childers Date 01-13-16  
Sue Ann Childers-Eastern Commissioner of Christian County

By Brad Cole Date 01-13-16  
Brad Cole-Sheriff of Christian County

Approve to Form by County Attorney  
By John Housley Date 12-7-15  
John Housley-Attorney for Christian County

By Kay Brown Date 1-13-16  
Kay Brown-Clerk of the Christian County Commission



**Auditor Certification:** I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of the same.

By Lacey Hart Date 1/13/16  
Lacey Hart-Auditor of Christian County

Attachment: Saddlebrook Lease (2752 : Saddlebrook Community Center Lease Agreement)

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 13 day of January, 2015 at Christian County, Missouri.

DATED: 01-13-16 Ray Weter  
Ray Weter, Presiding Commissioner

DATED: 1-13-16 Bill Barnett  
Bill Barnett, Western Commissioner

DATED: 01-13-16 Sue Ann Childers  
Sue Ann Childers, Eastern Commissioner

COUNTY CLERK:

Kay Brown  
Kay Brown

Auditor Certification:

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Lacey Hart  
Lacey Hart  
Christian County Auditor

APPROVED AS TO FORM:

John W. Housley  
John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752

Attachment: PC Net addendum for Prosecutors office (2753 : Addendum to IT Services)

**PCnet, Inc - Pulse Addendum  
For Agreement in effect for Christian County  
Jan 1, 2016 - Dec 31, 2017  
With option to renew**

**In regards to the Office of the Prosecutor**

**Initial covered devices:**

- 17 Work stations
- Two (2) servers

PCnet Agrees to the following:

1. IT technicians & help desk employees (anyone who will be in the office or able to view computers) must:
  - a. Pass a background check & be subject to annual background checks.
  - b. Sign a confidentiality agreement.
2. Computers will be remotely accessed via a team viewer with the user present during the remote in. There will not be 24/7 access to remote into PA computers at the IT company's discretion.

*PC Net, Inc. (Service Provider)*

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

Name: Marty Roach , VP

*Customer Signature*

Signature: Ray Wester

Name: RAY WESTER

Attachment: PC Net addendum for Prosecutors office (2753 : Addendum to IT Services)