



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

January Term

<http://ChristianCountyMO.iqm2.com>

~ Minutes ~

Thursday, January 21, 2016

9:00 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 9:00 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	9:00 AM
Bill Barnett	Western Commissioner	Present	9:00 AM
Sue Ann Childers	Eastern Commissioner	Present	9:00 AM
Nikki Thiessen	Assistant	Present	9:00 AM
Cheryl Mitchell	Assistant	Present	9:00 AM

II. Agenda

Motion/Vote - 9:00 AM Christian County Commission

Discussion - Approve Agenda

Attendees: Assistant Nikki Thiessen, Secretary Cheryl Mitchell, and Director Phil Amtower.

Presiding Commissioner Weter entertained a motion to approve the agenda for January 21, 2016.

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

Motion/Vote - 9:10 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - 2758 : Approve Minutes and Financials

Attendees: Assistant Nikki Thiessen, Secretary Cheryl Mitchell, Director Phil Amtower, Sheriff Brad Cole, and Lieutenant Trampus Taylor.

Presiding Commissioner Weter noted that the published agenda contained a typo in the heading, which read "Approve Agenda and Financials", instead of "Approve Minutes and Financials". Commissioner Childers and Commissioner Barnett acknowledged the error and agreed to proceed with approving the Minutes and Financials.

Presiding Commissioner Weter entertained a motion to approve the minutes for January 11, 2016.

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

Motion/Vote -

January 13, 2016 Minutes

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

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

Motion/Vote -

January 14, 2016 Minutes

Presiding Commissioner Weter entertained a motion to approve the minutes for January 14, 2016.

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

Motion/Vote -

Financials

Auditor Lacey Hart revised the 2016 mileage reimbursement rate that was approved by the Commission on January 14, 2016. The rate for reimbursement has been reduced to 54 cents per mile effective January 1, 2016, which corresponds with the approved 2016 IRS rate.

Presiding Commissioner Weter entertained a motion to acknowledge the receipt of the letter from the County Auditor.

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

Motion/Vote - 9:16 AM Brad Cole-Christian County Sheriff

Bid Opening - Bid Opening-Commissary for Inmates

Attendees: Assistant Nikki Thiessen, Secretary Cheryl Mitchell, Director Phil Amtower, Sheriff Brad Cole, and Lieutenant Trampus Taylor.

Bid opening for provider of commissary to Christian County inmates. The Commission was presented with two bids.

Keefe Commissary Network, the County's current provider, presented a bid with individually priced items.

TurnKey Corrections presented a bid with individually priced items.

Presiding Commissioner Weter asked Sheriff Cole and Lt. Taylor to review and compare the bids and return with a recommendation on January 25, 2016.

Motion/Vote - 9:30 AM Phil Amtower-Emergency Management

Bid Opening - Bid Opening-Mass Notification System

Attendees: Assistant Nikki Thiessen, Secretary Cheryl Mitchell, Sheriff Brad Cole, Director Phil Amtower, and Administrator Todd Wiesehan.

Bid opening for provider of a mass notification system for Christian County. The Commission was presented with five bids.

Hyper Reach presented a bid for \$16,500.00 annually.

Airbus, the County's current provider, presented a bid of \$14,786.00 for the initial year with an annual renewal discount.

Civic Ready presented a bid for \$26,400.00 annually.

Code Red presented a bid for \$18,500.00 annually.

Swift Reach presented a bid for \$9,995.00 annually with a one time \$1,000.00 set up fee.

Presiding Commissioner Weter asked Mr. Amtower to review the bids and return with a recommendation on January 25, 2016.

Motion/Vote - 10:00 AM Todd Wiesehan-Christian County Planning and Development

Right of Way Dedication - Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed Rd C-1

Attendees: Assistant Nikki Thiessen, Secretary Cheryl Mitchell, and Administrator Todd Wiesehan.

Alice Samuel, Mary Sherrow, and Thomas Bray, owners of real property on Greene Road in the Common One road district have executed a Right of Way deed to Christian County.

Todd Wiesehan asked the Commission to approve the Right of Way conveyance to Christian County.

Presiding Commissioner Weter entertained a motion to approve the Right of Way transfer on Greene Road.

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

Motion/Vote -
Holder Road

Dale Detoni, owner of real property on Holder Road in the Common Two road district have executed a Right of Way deed to Christian County.

Todd Wiesehan asked the Commission to approve the Right of Way conveyance to Christian County.

Presiding Commissioner Weter entertained a motion to approve the Right of Way transfer on Holder Road.

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

Motion/Vote -
Reed Road

Larry Bowen and Karen Bowen, owners of real property on Reed Road in the Common One road district have executed two Right of Way deeds to Christian County.

Todd Wiesehan presented two dedications, signed by the same party for two separate sections on Reed Road. He asked the Commission to approve the Right of Way conveyances to Christian County.

Presiding Commissioner Weter entertained a motion to approve the Right of Way transfers on Reed Road.

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

Motion/Vote - 10:15 AM Chuck Branch-Citizen
Discussion - Downtown Farmers Market Discussion

Per a phone conversation between Presiding Commissioner Weter and Chuck Branch, the agenda item will be rescheduled.

III. Adjournment

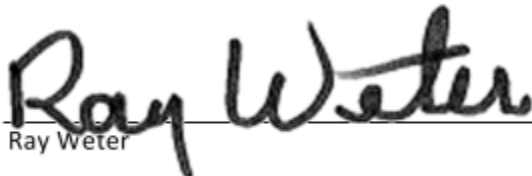
The meeting was closed at 10:38 AM

Motion/Vote -

Adjourn

The County Commission completed the scheduled meetings for today and will resume session on January 25, 2016.

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

100 W Church Street, Room 100

Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

Ray Weter
Presiding Commissioner

Bill Barnett
Western Commissioner

Sue Ann Childers
Eastern Commissioner

January 21, 2016

To: Christian County Office Holders

Re: Mileage Rate for 2016

Dear Elected Officials and Office Administrators,

The Christian County Commission announces the mileage rate for 2016 will correspond with the approved I.R.S. rate. The amount will decrease from the 2015 rate to 54 cents per mile, and will be effective January 1, 2016.


We ask that you continue to utilize county vehicles while traveling to training sessions or running errands. This practice will continue to save the county money. Thank you!



Ray Weter
Presiding Commissioner

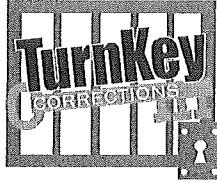


Bill Barnett
Western Commissioner



Sue Ann Childers
Eastern Commissioner

Attachment: Adjusted 2016 mileage rate (2758 : Approve Agenda and Financials)



January 15, 2016

Cheryl Mitchell Administrative Assistant

Christian County Commission

100 W. Church Street Room 100

Ozark, MO 65721

RE: Commissary for Inmates

Dear Ms. Mitchell:

With confidence, please find the enclosed response to the RFP posted by CCSD for commissary services by TurnKey Corrections (TKC). TKC prides itself as the innovator who introduced both kiosks and vending machines to the corrections market dating back to 1998. Based upon our expertise in this type of system, we believe TKC to be the superior choice for the county.

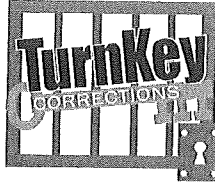
Included in this submission, please find the following:

- 1) TKC's responses to the RFP Requirements.
- 2) TKC approach/solution to Christian County's commissary needs which outlines all of the system features at a high level with pictures that will provide additional insight to the many features TKC has. CCSD County may employ any of these features at any point during our contractual agreement, at no charge.
- 3) TKC Service Level Agreement: This document outlines what Christian County will expect from TKC in servicing your facility.
- 4) Pre-installation meeting agenda

As part of this submission, TurnKey Corrections proposes the following financial parameters as part of our submission:

- 1) Fees: TKC charges no service fees for any services it provides to the facility.
- 2) Equipment: TKC will install all required equipment requested at a mutually agreed upon schedule upon award of this RFP.
- 3) Additional feature: TKC employs over 30 additional major features that CCSD may desire to use. ALL of these features are employed at no cost to the county at any time. These services include but are not limited to: Law Library, PREA automation and compliance, Messaging, Debit Card on Release process, Program Registration and many more features.

For this submission, there are two main points of contact:



- 1) Robert Allen: Responsible for all business development for our companies. Our company now has facilities in 31 states, Canada, Central America and Australia. I may be reached at 715-386-5700 or via email, roba@turnkeycorrections.com.
- 2) Eric Bloms, Chief Information Officer: Eric is the head of our IT Development Team and would be the main contact for any technical questions pertaining to the system. Ben may be reached at 715-386-5700 or via email, benh@turnkeycorrections.com.

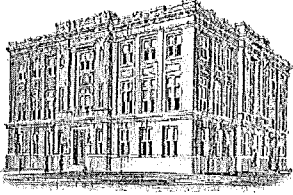
We are excited to participate in this process. Please contact me with any additional questions regarding our submission.

Best regards,

A handwritten signature in black ink that reads 'Patrick McMullan'.

Patrick McMullan, Vice-President

Christian County Commission



Invitation to Bid

Return bid no later than: 9:00 a.m. January 21, 2016 Central Time

Product or Services Requested: Commissary for Inmates

(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: January 21st, 2016

Bid Opening Time: 9:15 a.m.

Contact: Cheryl Mitchell Administrative Assistant
Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: countycommission@christiancountymo.gov

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitation to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN". If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor

In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor, the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(9) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. TKC at times will apply discounts based on a mutual agreement with the facility on products and services provided and will determine a time frame of such discounts and clearly post them to the inmates electronically via the kiosks provided.

(10) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendor's agent, employees, assigns or others, whether related or not to vendor.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. All TKC staff is required to have a BCA background check done before being hired. All TKC staff with access to the TEAM software are required to pass Criminal Justice Information System Security and Awareness Training for Level 3 CJIS Security. Each TEAM user has access in a limited capability agreed upon by the facility and TKC.

(12) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(13) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County

including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(14) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

Registration of business name. (if applicable)
 Certificate of authority to transact business/certificate of good standing. (if applicable)
 Taxes (e.g., city/county/state/federal)
 State and local certifications (e.g. Professions/occupations/activities)
 Licenses and permits (e.g., city/county license, sales permits)
 Insurance (e.g., worker's compensation/unemployment compensation)

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(15) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

Christian County has the option of renewing the agreement for two (2) additional one-year periods. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

The Commission will give vendor a 30 day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference. Prices quoted will cover all renewal periods.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by a duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(16) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

TKC Response: TKC acknowledges this provision and agrees to adhere to it. TKC has no elected officials or employees of Christian County.

(17) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. TKC is an independent contractor and does assume all legal and financial responsibilities for the above listed.

(18) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. All items available to inmates for purchase shall be approved by administration upon agreement between the facility and TKC. No substitutions will be made without administration approval.

(19) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. Any items damaged or found to be defective will be handled according to an agreement between TKC and the facility. Upon delivery of inmate orders and verification by jail staff that an item has been damaged or is defective, TKC will either reimburse the inmate the amount of the item or send a replacement. Inmates also have the ability to communicate through the messaging system on the kiosks with TKC staff pertaining to product grievances or suggestions.

(20) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period and subsequent potential terms and conditions. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. A list of the most popular, but not limited to available commissary items with package sizes can be seen in exhibit B. TKC has thousands of items available to facilities though most facilities limit their product selection to about 200 items. All items that will be made available to your facility will be submitted to Jail Administration. TKC acknowledges that the facility has final approval of what products and prices are offered. The variety of products that offer will meet this provision servicing inmates of all ethnicity, gender and local preferences. Additionally, it is important to note that TKC only provides common, name-brand products to inmates. Our competitors often offer a high commission percentage that is subsidized by using lower quality, poor-selling generic products. TKC only uses name brand products such as Frito Lay, Pepsi, Coke, Mars, Nestle and many other common brands. . TKC has found in tests in multiple states that offering name-brand, nationally recognized product generates higher sales and in turn, higher revenues and inmate controls for the facility. All products and prices will be submitted to the facility for approval; the facility reserves the right for approval of all products.

sold in the facility. Last, the facility has the ability at any time to restrict products both in a discipline form and eliminate the product entirely.

(21) Description of Product:

The vendor should present a detailed description of the product proposed on the Pricing Sheet (Page 16) in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(22) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(23) Billing and Payments:

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various office and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.** Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted at such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial. If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree to understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(24) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(25) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners. *The decision of the adjustment to the cost by Christian County shall be final and without recourse.*

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(26) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County. In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contact

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(27) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(28) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service. The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action. The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

TKC Response: TKC acknowledges this provision and agrees to adhere to it. TKC will provide within this proposal several sample reports of which Christian County will have access to at all times. TKC has over 100 reports pertaining to accounting purposes of which the facility will have access to immediately or upon termination of contract for an agreed upon period of time.

(29) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances: In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made. The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of the rights of Christian County to pursue other appropriate remedies.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(30) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(31) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor s terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(32) Determination for Award:

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons whi may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within th past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer. *Agreements* signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Cle* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(33) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. TI written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiat the claim.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(34) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:
Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.
Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to county offices. Failure to honor a bid for the length of time specified.
Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.
Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.
The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may k modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(35) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party. Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ray Weter, Presiding Commissioner
Bill Barnett, Western Commissioner
Sue Ann Childers, Eastern Commissioner


Attachment: Bid proposal Commissary turnkey (2759 : Bid Opening-Commissary for Inmates)

TKC Response: TKC acknowledges this provision and agrees to adhere to it.

(36) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name TW Vending, INC DBA: Turnkey Corrections	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. TW Vending, INC Tax ID # 41-1889152
Mailing Address 2801 Harvey St.	IRS Form 1099 Mailing Address 2801 Harvey St.
City, State, Zip Code Hudson, WI 54016	City, State, Zip Code Hudson, WI 54016

Contact Person Keith Voiles	Email Address keithv@turnkeycorrections.com
Phone number 715-386-5700 ext. 205	Fax number 715-386-9988
Authorized Signature 	Date 1/15/2016
Printed Name Patrick McMullan	Title Vice President

Attachment: Bid proposal Commissary turnkey (2759 : Bid Opening-Commissary for Inmates)

Exhibit A-References

List three (3) business references:

1st

Company Name Buchanan County Jail Representative Name Jody Hovey
 501 Faraon St

 Address _____ St. Joseph _____ MO _____ 64501 _____
 City State Zip
 8162368800 _____ N/A _____ N/A _____
 Business Phone Business Fax Cellular Phone

 jhovey@co.buchanan.mo.us _____
 email address if available

2nd

Company Name Caldwell County Jail Representative Name Dina Eskridge
 280 W Main St. _____
 Address _____ Kingston _____ MO _____ 64650 _____
 City State Zip
 _____ 816-586-5245 _____ N/A _____ N/A _____
 Business Phone Business Fax Cellular Phone
 desk11974@yahoo.com _____
 email address if available

3rd

Company Name Crawford County Jail Representative Name Hoyt McCann
 212 3rd St _____
 Address _____ Steelville _____ MO _____ 65565 _____
 City State Zip

Attachment: Bid proposal Commissary turnkey (2759 : Bid Opening-Commissary for Inmates)

573-775-3121 N/A N/A

Business Phone
ccsdmccann727@gmail.com

Business Fax

Cellular Phone

email address if available

Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)
Commissary Services	Various sizes on additional sheet attached	1-2 times per week	All prices associated with items on attached exhibit document

Attachment: Bid proposal Commissary turnkey (2759 : Bid Opening-Commissary for Inmates)



ORIGINAL

January 18, 2016

Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

Dear Christian County Commissioners and Administration,

Keefe Commissary Network (KCN) would like to thank Christian County for its acceptance of our proposal. It would be the intent of KCN to provide services exceeding all expectations of Christian County in the capacity relating to *Commissary for Inmates*, as we feel we have done during the course of the current contract term. We feel that Keefe remains the best company to provide commissary services at Christian County, and that we have all the technology and services being requested in the market today, and even offer a truly unique service (Direct-Debit Vending) that has revenue producing capabilities that are unmatched by commissary service options available from our competitors. We feel facility-wide implementation of this service could lead to gross revenue of \$180,000 to \$200,000 annually (an annual increase of \$70,000-\$90,000). This service, is explained in detail on the last few pages of our proposal. We look forward to the opportunity to continue our relationship with Christian County.

Respondent

Keefe Commissary Network
10880 Lin Page Place
St. Louis, MO 63132
Phone: 314.264.2900

Contact

Steve Kruse, Regional Manager
Phone: 314.264.2903, Email: skruse@keefegroup.com

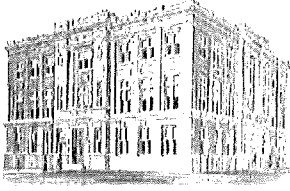
KCN is committed to our response and understand this response as a contractual obligation. This proposal is signed and authorized below by Steve Busch, an officer designated to empower and bind Keefe Group in a contract with Christian County, if a contract were to ensue.

The undersigned certifies and represents that all data, pricing, representations and other information, of any sort or type, contained in this response is true, complete, accurate, and correct. Further, the undersigned acknowledges that Christian County is, in part, relying on the information contained in this proposal in order to evaluate and compare the responses to the RFP.

Sincerely,

Steve Busch
Group Vice President | Keefe Group

Christian County Commission



Invitation to Bid

Return bid no later than: 9:00 a.m. January 21, 2016 Central Time

Product or Services Requested: Commissary for Inmates
(Please provide (4) four summary copies and one unbound original of your detailed bid proposal)

Bid Opening Date: January 21st, 2016

Bid Opening Time: 9:15 a.m.

Contact: Cheryl Mitchell Administrative Assistant
Christian County Commission
100 W. Church Street Room 100
Ozark, MO 65721

Phone: 417-582-4300 Fax: 417-581-5924

Email: countycommission@christiancountymo.gov

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

1) Submitting your bid:

Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. Bids must be received in a SEALED envelope. Mark your envelope "BID DOCUMENTS-DO NOT OPEN".

If the Commission office receives a container which is not identifiable as a bid/proposal, the Administrative Assistant will open the container to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud by the County Commissioners at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional

information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) Late bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation,

the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(10) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(11) Vendor's Personnel Qualifications: Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel. If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to

accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(13) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(14) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code.

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any

resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

Registration of business name. (if applicable)
 Certificate of authority to transact business/certificate of good standing. (if applicable)
 Taxes (e.g., city/county/state/federal)
 State and local certifications (e.g. Professions/occupations/activities)
 Licenses and permits (e.g., city/county license, sales permits)
 Insurance (e.g., worker's compensation/unemployment compensation)

(15) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that the this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

Christian County will enter into a one-year agreement.

Christian County has the option of renewing the agreement for **two (2) additional one-year periods**. This process is accomplished by a vote of the County Commissioners each year and a letter notifying vendor of the award.

The Commission will give vendor a 30 day written notice prior to the end of the term whether the county has exercised its option to renew or not.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference. Prices quoted will cover all renewal periods.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(16) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

Name and title of the elected or appointed official or employee of Christian County or any Political subdivision. What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(17) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(18) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(19) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(20) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period and subsequent potential terms and conditions. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(21) Description of Product:

The vendor should present a detailed description of the product proposed on **the Pricing Sheet (Page 16)** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all

products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(22) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(23) Billing and Payments:

Invoices will be submitted to Accounts Payable, Clerk of the County Commission, 100 W. Church, Room 206, Ozark, MO 65721. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide each department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments** or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(24) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(25) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding

adjustment to the services. The vendor will implement the requested changes upon notification. In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost. With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners. *The decision of the adjustment to the cost by Christian County shall be final and without recourse.*

(26) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County. In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(27) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(28) Reporting Requirements:

On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service. The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal

procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action. The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(29) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances: In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(30) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(31) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30 day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(32) Determination for Award:

The award shall be made to the lowest priced responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service

by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. *Agreements* must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(33) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(34) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order. Providing false or misleading information on an application, in a bid, or in correspondence to county offices. Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals.

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

(35) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only

and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS

Ray Weter, Presiding Commissioner

Bill Barnett, Western Commissioner

Sue Ann Childers, Eastern Commissioner

Keefe Response: We have read, acknowledge and agree with all the terms and conditions stated above, with the exception of paragraph 20. We will adhere to the requirements stated, and our response to, #8 under Bid Specifications.

(36) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County. Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name <i>Keefe Commissary Network</i>	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Centric Group – 43-1856999</i>
Mailing Address <i>13870 Corporate Woods Trail</i>	IRS Form 1099 Mailing Address <i>1260 Andes Blvd</i>
City, State, Zip Code <i>Bridgeton, MO 63044</i>	City, State, Zip Code <i>St. Louis, MO 63132</i>

Contact Person <i>Steve Busch</i>	Email Address <i>sbusch@keefegroup.com</i>
Phone number <i>314-264-2900</i>	Fax number <i>314-264-2901</i>
Authorized Signature 	Date <i>1/18/16</i>
Printed Name <i>Steve Busch</i>	Title <i>Group Vice President</i>

Attachment: Bid proposal Commissary Keefe (2759 : Bid Opening-Commissary for Inmates)

Exhibit A-References

List three (3) business references:

1st

Company Name: Cape Girardeau County Jail **Representative Name:** JP Mulcahy

<u>216 N Missouri St</u>	<u>Jackson</u>	<u>MO</u>	<u>63755</u>
Address	City	State	Zip

<u>573-243-3551</u>	<u></u>	<u></u>
Business Phone	Business Fax	Cellular Phone

<u>jps05@clas.net</u>
Email address if available

2nd

Company Name: Phelps County Jail **Representative Name:** Matt Shults

<u>500 W 2Nd St</u>	<u>Rolla</u>	<u>MO</u>	<u>65401</u>
Address	City	State	Zip

<u>573-426-3812</u>	<u></u>	<u></u>
Business Phone	Business Fax	Cellular Phone

<u>matt.shults@phelpscountysheriff.org</u>
Email address if available

3rd

Company Name: Camden County Jail **Representative Name:** Chris Mayley

<u>#1 Court Circle</u>	<u>Camdenton</u>	<u>MO</u>	<u>65020</u>
Address	City	State	Zip

<u>573-346-2243</u>	<u>573-346-3067</u>	<u></u>
Business Phone	Business Fax	Cellular Phone

<u></u>
Email address if available

Attachment: Bid proposal Commissary Keefe (2759 : Bid Opening-Commissary for Inmates)

Exhibit B-PRICING SHEET

Product/Service	Size/Type	Frequency	Price (includes all fees)

Keefe Response: A table similar to the one above, which includes our proposed menu and pricing begins on the following page.

Attachment: Bid proposal Commissary Keefe (2759 : Bid Opening-Commissary for Inmates)

ITEM#	ITEM DESCRIPTION	SIZE	Pricing Option 1	Pricing Option 2
1	4OZ SHAMPOO	4 OZ	\$1.24	\$1.04
2	4OZ CONDITIONER	4 OZ	\$1.24	\$1.04
30	SULFUR 8 SHAMPOO	7.5 OZ	\$4.56	\$3.85
35	3-N-1 CONDTNING SHAMPOO	13.5 OZ	\$7.53	\$6.35
40	HAIR FOOD W/VITAMIN E	5 OZ	\$3.62	\$3.06
45	AFRICAN CROWN HAIRDRESS	5 OZ	\$3.62	\$3.06
50	HAIRDRESS 5 OZ	5 OZ	\$3.62	\$3.06
65	ALOE VERA ACTIVATOR GEL	8 OZ	\$2.74	\$2.31
70	PROGLO COCOA BUTTER CREME	4 OZ	\$3.77	\$3.18
120	SCENTED LADY'S STICK	1.4 OZ	\$4.10	\$3.46
123	.5 OZ. SPEED STICK	.5 OZ	\$1.51	\$1.27
147	P-UP A/P DEOD DRIVE	2.5 OZ	\$4.44	\$3.75
185	IPRIN 2PK - INDIGENT	2 PK	\$0.65	\$0.55
215	COCOA BUTTER LOTION 4OZ	4 OZ	\$1.37	\$1.15
230	3-OZ JERGENS LOTION	3 OZ	\$4.80	\$4.04
261	HYDRATING COND ALMD/SHEA	15 OZ	\$4.10	\$3.46
273	LIP BALM	EA	\$1.92	\$1.62
320	REG MAGIC CREAM SHAVE	6 OZ	\$6.19	\$5.22
341	SHAVE GEL PACKET 7.5ML	.25 OZ	\$0.34	\$0.29
355	SHAMPOO W/ALOE-GINSENG	15 OZ	\$4.10	\$3.46
361	ELEMENTZ 3-N-1 SHAMPOO	15 OZ	\$4.10	\$3.46
362	DANDRUFF SHAMP/ALMND SHEA	15 OZ	\$5.41	\$4.56
384	SM SOFT COVER PHOTO ALBUM	36 PGS	\$1.37	\$1.15
400	IRISH SPRING 3.2OZ SOAP	3.2 OZ	\$1.71	\$1.44
402	1.5 OZ FRESHSCENT SOAP	1.5 OZ	\$0.61	\$0.52
412	DIAL ANTIBACT SOAP	3.5 OZ	\$1.85	\$1.56
424	MOISTURIZING SOAP 5 OZ	5 OZ	\$1.58	\$1.33
431	3 OZ FRESHSCENT SOAP	3 OZ	\$0.82	\$0.69
490	SOAP DISH	EA	\$1.03	\$0.87
520	COLGATE TOOTHPASTE	2.8 OZ	\$2.74	\$2.31
530	COOL WAVE CLR TOOTHPASTE	4 OZ	\$2.25	\$1.90
538	FRESHMINT TOOTHPASTE 2.75	2.75 OZ	\$1.37	\$1.15
562	TOOTHBRUSH 4 INCH HANDLE	EA	\$0.21	\$0.18
580	TOOTHBRUSH HOLDER	EA	\$0.76	\$0.64
596	DENTURE BATH (CUP)	EA	\$3.43	\$2.89
614	GEN TYLENOL(NON-ASPIRIN)	2 PK	\$0.61	\$0.52
671	GEN CGH DROPS-CHRY 30/CT	30 CT	\$1.79	\$1.51
800	5 INCH COMB	EA	\$0.34	\$0.29

855	PONYTAIL HOLDER	EA	\$0.48	\$0.41
895	(1-SHEET)RULED PAPER	EA	\$0.04	\$0.03
1001	LARGE STAMPED ENVELOPE	EA	\$0.70	\$0.67
1015	MANILLA ENVELOPE	EA	\$0.34	\$0.29
1060	8.5 X 11 LETTER PAD WHT	EA	\$1.79	\$1.51
1068	SECURITY PEN-BLACK	EA	\$0.76	\$0.64
1070	SKETCH PAD 8.5 X 11 WHITE	EA	\$1.79	\$1.51
1100	BIRTHDAY CARD	EA	\$1.99	\$1.74
1101	JUVENILE BIRTHDAY CARD	EA	\$1.99	\$1.74
1104	GET WELL CARD - PAPER	EA	\$1.99	\$2.02
1110	FRIENDSHIP CARD - ACETATE	EA	\$1.99	\$2.02
1115	ANNIVERSARY CARD	EA	\$1.99	\$2.02
1120	THANK YOU CARD	EA	\$1.99	\$1.74
1121	SEASONAL GREETING CARD	EA	\$1.99	\$1.74
1300	PLAYING CARDS	EA	\$3.01	\$2.54
1300	PLAYING CARDS	EA	\$3.01	\$2.54
1305	PINOCHLE CARDS	EA	\$3.08	\$2.59
1308	WORD SEARCH BOOK	EA	\$4.10	\$3.46
1400	BOWL	24 OZ	\$1.30	\$1.10
1415	PLASTIC CUP 22OZ	22 OZ	\$1.37	\$1.15
1417	SPOON (PLASTIC)	EA	\$0.07	\$0.05
1504	SMALL T-SHIRT	EA	\$5.08	\$4.29
1505	MED T-SHIRT	EA	\$5.08	\$4.29
1506	LG T-SHIRT	EA	\$5.08	\$4.29
1507	XLG T-SHIRT	EA	\$5.08	\$4.29
1508	XXLG T-SHIRT	EA	\$7.17	\$6.04
1509	3X LARGE T-SHIRT	EA	\$7.17	\$6.04
1510	T-SHIRT 4XLG	EA	\$7.17	\$6.04
1540	TUBE SOCK (ONE SIZE FITS	1 PR	\$1.85	\$1.56
1550	MEN THERMAL TOP SMALL WHT	EA	\$8.55	\$7.21
1551	MED THERMAL TOP	EA	\$8.55	\$7.21
1552	LRG THERMAL TOP	EA	\$8.55	\$7.21
1553	XL THERMAL TOP	EA	\$8.55	\$7.21
1554	2XL THERMAL TOP	EA	\$10.95	\$9.23
1556	THERMAL TOP 4XLG	EA	\$10.95	\$9.23
1563	XLRG THERMAL BOTTOMS	EA	\$8.55	\$7.21
1564	MEN THERMAL BOTTOM 2XLRG	EA	\$10.95	\$9.23
1567	THERMAL BOTTOM 4XLG	EA	\$10.95	\$9.23
1751	SZ 7 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08
1754	SZ 8.5 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08
1757	SZ 9.5 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08

1759	SZ 11 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08
1761	SZ 13 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08
1853	SZ 9 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08
1854	SZ 10 V4ORCE SWAGGER	1 PR	\$45.15	\$38.08
2000	S.S. KEEFE COFFEE	EA	\$0.47	\$0.40
2005	TC COFFEE (1-STICK)	EA	\$0.47	\$0.40
2006	DECAF COFFEE (1-STICK)	EA	\$0.44	\$0.37
2011	KF DECAF(CLRPK W/ZIP)3 OZ	3 OZ	\$6.00	\$5.80
2014	INST.CAPPUCCINO FR.VANIL	EA	\$0.47	\$0.40
2015	FD COFFEE CLRPK W/ZIP 3OZ	3 OZ	\$5.50	\$5.80
2035	SALT 10PK	10 PK	\$0.34	\$0.29
2036	PEPPER 10PK	10 PK	\$0.34	\$0.29
2070	S.S. HOT COCOA	EA	\$0.47	\$0.40
2078	SUGAR 10/PACK	10 PK	\$1.09	\$0.92
2087	NON DAIRY CREAMER 10PK	10 PK	\$1.37	\$1.15
2091	SUGARTWIN 10 PK	10 PK	\$1.30	\$1.10
2105	N/S SS TEA W/LEMON	EA	\$0.44	\$0.40
2110	N/S S.S FRUIT PNCH	EA	\$0.44	\$0.40
2115	N/S SS BLACK CHRY	EA	\$0.44	\$0.40
2120	N/S SS LEMONADE	EA	\$0.44	\$0.40
2210	S.S. FRUIT PUNCH	EA	\$0.47	\$0.40
2220	S.S. LEMONADE	EA	\$0.44	\$0.40
2283	KEEFE COLOMBIAN BLEND	3 OZ	\$5.35	\$5.60
2300	6OZ TANG CLEAR	6 OZ	\$2.74	\$2.31
2301	NESTEA W/LEMON 5.5 OZ CLR	5.5 OZ	\$2.74	\$2.31
2310	6OZ LEMONADE - CLEAR	6 OZ	\$2.74	\$2.31
2311	6OZ GRAPE KOOL-AID CLEAR	6 OZ	\$2.88	\$2.43
2330	6OZ TR PUNCH KOOLAID CLR	6 OZ	\$2.88	\$2.43
2334	KOOL AID - CLR CHERRY 6OZ	6 OZ	\$2.88	\$2.43
2615	JL ORIGINAL CHUB	1.625 OZ	\$1.92	\$1.70
2665	SPICY MAC & CHEESE 3 OZ	3 OZ	\$2.48	\$2.09
2666	CHEESY RICE 2 OZ	2 OZ	\$1.43	\$1.26
2667	SPICY CHEESY RICE 2 OZ	2 OZ	\$1.50	\$1.26
2668	CHEESY REFRIED BEANS	4 OZ	\$2.54	\$2.14
2670	SPICY REFRIED BEANS&RICE	4 OZ	\$2.61	\$2.25
3004	ZC PB CREME COOKIES 6 OZ	6 OZ	\$1.92	\$1.67
3005	VANILLA CREME COOKIES	1.8 OZ	\$0.96	\$0.81
3020	OREO SANDWICH COOKIES	1.8 OZ	\$1.03	\$0.87
3030	ZC VNILLA CRM COOKIES 6OZ	6 OZ	\$1.92	\$1.67
3031	ZC ORNG-PNAPPLE CRMS 6OZ	6 OZ	\$1.98	\$1.67
3035	ZC CHOC CHIP COOKIES 6OZ	6 OZ	\$1.92	\$1.67

3040	ZC ICED OATML COOKIES 6OZ	6 OZ	\$1.92	\$1.67
3045	ZC DUPLEX CREMES 6OZ	6 OZ	\$1.92	\$1.67
3110	SIMPLY SOCIAL CRACKERS	5 OZ	\$2.25	\$1.90
3124	PEANUT BUTTER CRKRS (SLV)	1.38 OZ	\$0.89	\$0.75
3130	CHEESE SAND CRKRS(SLEEVE)	1.35 OZ	\$0.89	\$0.75
3139	(SLEEVE) SALTINE CRACKERS	4 OZ	\$1.30	\$1.10
3198	2/PK STRWBRY TSTR PASTRY	2-PK	\$1.51	\$1.27
3201	STRAWBERRY MOON PIES	2.75 OZ	\$1.03	\$0.90
3226	ZC CHOCOLATE ICED ZU ZU	3.9 OZ	\$1.30	\$1.15
3230	(EA) ZC PB WAFERS	2 PK	\$0.82	\$0.70
3231	(EA) ZC YUM YUM'S	EA	\$0.42	\$0.40
3245	(EA)ZC D-DUNX	EA	\$0.89	\$0.75
3248	ZC ICED SWIRL	4 OZ	\$1.51	\$1.27
3261	ZC MEGA BUNEEZ	4.75 OZ	\$1.37	\$1.15
3270	ZC CHOC CREME CUPCAKE	4 OZ	\$1.92	\$1.62
3274	ZC MONSTER ICED BUNEEZ	6 OZ	\$1.92	\$1.62
3291	ZC WHAM WHAMS	5 OZ	\$1.92	\$1.62
4000	M&M PLAIN	1.69 OZ	\$1.25	\$1.25
4001	M&M PEANUT	1.74 OZ	\$1.25	\$1.25
4005	BUTTERFINGER	EA	\$1.25	\$1.25
4010	SNICKERS BAR	EA	\$1.25	\$1.25
4013	MILKY WAY CANDY BAR	EA	\$1.25	\$1.25
4019	CHICK O STICK	EA	\$0.51	\$0.42
4020	PAYDAY	1.85 OZ	\$1.25	\$1.25
4030	ZERO BAR	1.85 OZ	\$1.25	\$1.25
4035	REESES P/BUTTER CUP	2 PK	\$1.25	\$1.25
4036	HERSHEY'S CHOCOLATE BAR	EA	\$1.25	\$1.25
4038	NUTRAGEOUS BAR	EA	\$1.25	\$1.25
4039	KIT KAT	1.5 OZ	\$1.25	\$1.25
4040	SKITTLES	EA	\$1.25	\$1.25
4065	BIG HUNK	2 OZ	\$1.25	\$1.25
4100	BUTTERSCOTCH BUTTONS	4.25 OZ	\$1.30	\$1.25
4110	LEMON DROPS	4.25 OZ	\$1.30	\$1.25
4120	ROOTBEER BARRELS	4.25 OZ	\$1.30	\$1.25
4124	MINT STICK .8 OZ.	.7 OZ	\$0.40	\$0.40
4135	JOLLY RANCHERS ASST. 3.7O	3.7 OZ	\$1.95	\$1.74
4145	STARLITE MINTS 3.75OZ	3.75 OZ	\$1.30	\$1.25
4150	SOUR FRUIT BALLS 4.25OZ	4.25 OZ	\$1.40	\$1.25
4155	SUGAR FREE WILD FRUIT 1.7	1.75 OZ	\$1.30	\$1.25
4234	CLEAR THERMAL MUG	22 OZ	\$4.14	\$3.75
4387	ROCKY ROAD BAR	1.82 OZ	\$1.25	\$1.25

4430	ZC BLUEBERRY CHS DANISH	4.25 OZ	\$1.85	\$1.56
4431	ZC STRAWBERRY CHS DANISH	4.25 OZ	\$1.85	\$1.56
5273	READING GLASSES_1.25	EA	\$6.84	\$5.77
5276	READING GLASSES_2.0	EA	\$6.84	\$5.77
5277	READING GLASSES_2.25	EA	\$6.84	\$5.77
5278	READING GLASSES_2.50	EA	\$6.84	\$5.77
6013	CAJUN CHICKEN RAMEN	3 OZ	\$1.05	\$1.00
6018	TEXAS BEEF RAMEN SOUP	3 OZ	\$1.05	\$1.00
6026	CHILI RAMEN	3 OZ	\$1.05	\$1.00
6046	CHICKEN RAMEN	3 OZ	\$1.05	\$1.00
6050	KK INSTANT RICE	8 OZ	\$2.61	\$2.20
6053	CAJUN SHRIMP RAMEN	3 OZ	\$1.05	\$1.00
6079	WHOLE SHABANG 1.5 OZ	1.5 OZ	\$1.05	\$0.85
6105	BBQ POTATO CHIPS	1.5 OZ	\$1.05	\$0.85
6111	CA HOT&SPICY CORN CHIPS	1.5 OZ	\$1.05	\$0.85
6112	BBQ CORN CHIPS	1.25 OZ	\$1.05	\$0.85
6114	HOT FRIES (ANDY CAPP)	.85 OZ	\$1.05	\$0.85
6116	CHEESE PUFFS	2 OZ	\$1.15	\$1.05
6120	NACHO TORTILLA CHIPS	1.5 OZ	\$1.05	\$0.85
6125	HOT CHIPS 1.5 OZ	1.5 OZ	\$1.05	\$0.85
6127	HOT SPICY PORK RINDS	2 OZ	\$1.60	\$1.40
6134	ML CARAMEL POPCORN	3.53 OZ	\$1.60	\$1.30
6174	BC HOT CHILI W/ BEANS	11.25 OZ	\$3.20	\$2.89
6178	FC MACKERAL	3.53 OZ	\$2.70	\$2.36
6205	CASHEWS	2.5 OZ	\$2.10	\$1.85
6212	SPICY CAJUN MIX 3.5OZ	3.5 OZ	\$1.80	\$1.56
6213	HEALTH MIX	3.25 OZ	\$2.00	\$1.76
6217	TROPICAL BLEND	4 OZ	\$2.00	\$1.76
6262	MAYONNAISE 12PK	12 PK	\$1.20	\$0.98
6263	MUSTARD 12PK	12 PK	\$0.70	\$0.52
6264	BAGO KETCHUP 12PK	12 PK	\$0.70	\$0.58
6268	HOT SAUCE 12PK	12 PK	\$1.00	\$0.87
6322	O'BRIEN'S HOT & SPICY SAU	1.125 OZ	\$1.20	\$0.98
6400	(EA)CHWY CHOC CHIP GRANOL	EA	\$0.65	\$0.58
6412	GRAPE JELLY 1 OZ.	1 OZ	\$0.40	\$0.29
6415	SS PEANUT BUTTER	1.12 OZ	\$0.89	\$0.75
6428	CA SHARP CHDR CHS SQUEEZE	2 OZ	\$1.03	\$0.87
6429	CA JALAP CHEESE SQUEEZE	2 OZ	\$1.09	\$0.92
6520	(SS) APPLE-CINN OATMEAL	EA	\$0.69	\$0.58
6523	(SS)MPL BRWN SGR OATMEAL	EA	\$0.69	\$0.58
6540	ZC STRAWBERRY CEREAL BAR	1.3 OZ	\$0.69	\$0.58

6600	FLOUR TORTILLAS	6 PK	\$2.06	\$1.74
6606	SALTED PEANUTS 1.75 OZ	1.75 OZ	\$0.96	\$0.81
6607	HOT PEANUTS 1.75 OZ	1.75 OZ	\$1.03	\$0.87
6700	SV REFRIED BEANS	8 OZ	\$3.15	\$2.70
6711	HOT CHILI REFRI BEAN&RICE	4.4 OZ	\$1.84	\$1.65
6826	FRESH CATCH TUNA 4.23 OZ.	4.23 OZ	\$3.22	\$2.71

RIGHT OF WAY DEED

#2016-0002

THIS DEED is made and entered into this 5 day of January, 2016, by and between Alice M. Samuel, Mary J. Sherrow, Thomas Dean 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 West Church Street, Room 100 Ozark, Mo. 65721

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.

Greene Road - C-1

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

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.

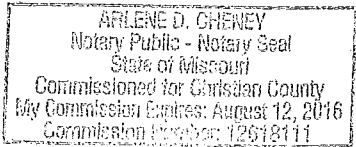
IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Alice Samuel
Mary G. Sherrow
Thomas Gray

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 5th day of January, 2016, before me personally appeared Alice Samuel, Mary Sherrow, Thomas Gray 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.



Arlene D. Cheney
Notary Public
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 21st day of January, 2015.

Ray Weter
Ray Weter, Presiding Commissioner
Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Bill Barnett
Bill Barnett, Western Commissioner

ATTEST:

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

Kay Blom

County Clerk

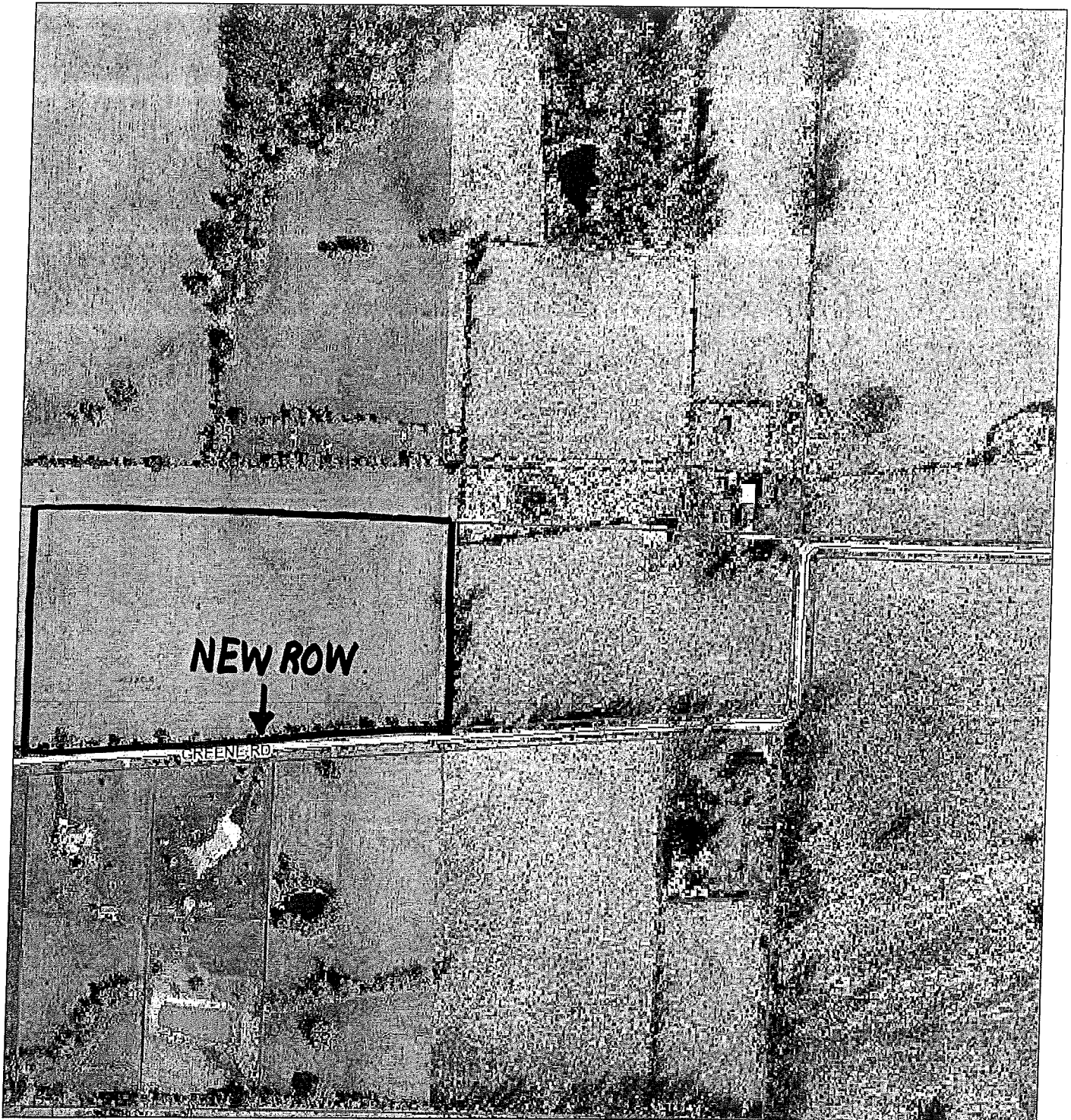
Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

EXHIBIT " A "

REGARDING GREENE ROAD

A ***RIGHT-OF-WAY*** being a part of the North Half of the Northwest Quarter (N1/2 NW1/4) of **Section 27, Township 27N, Range 20W**, Christian County, Missouri, described as commencing at the Northwest corner of the South Half of the Southwest Quarter (S1/2 SW1/4) of Section 22, Township 27N, Range 20W; thence along the North line of said South Half of the Southwest Quarter S88°36'02"E 653.67 feet to a stone (recorded as 655 feet more or less to a fence line); thence along a fence line S00°21'23"W 1864.71 feet for a true point of beginning of said right-of-way; Thence continuing S00°21'23"W 50.00 feet; thence along the South right-of-way of Greene Road N86°37'30"E 514.43 feet; thence continuing along said South right-of-way N86°12'15"E 278.06 feet; thence N01°05'27"E 22.50 feet to the centerline of said Greene Road; thence along said centerline N86°15'02"E 410.32 feet; thence N00°42'51"E 25.00 feet; thence S86°31'13"W 1203.08 feet to the point of beginning.

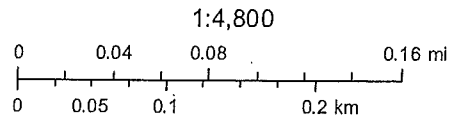
ArcGIS Web Map



December 30, 2015

COMMON ONE

- Streets
- Landhooks
- Parcel Boundaries
- Lots & Symbols
- - Utility Easements
- City Boundaries
- Towns
- County Boundary



RIGHT OF WAY DEED

#2016-0003

THIS DEED is made and entered into this 7 day of JANUARY, 2016 by and between DALE DETORI, 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 West Church Street, Room 100 Ozark, Mo. 65721

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.

Holder Road C-2

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

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.

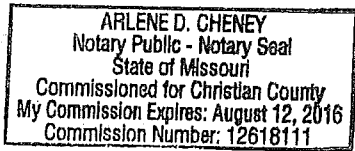
IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Dale O. Oasen

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 7th day of January, 2016, before me personally appeared Dale Oasen, 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.



Arlene D. Cheney
Notary Public
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 21st day of January, 2016.

Ray Weter
Ray Weter, Presiding Commissioner

Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

Bill Barnett
Bill Barnett, Western Commissioner

ATTEST:

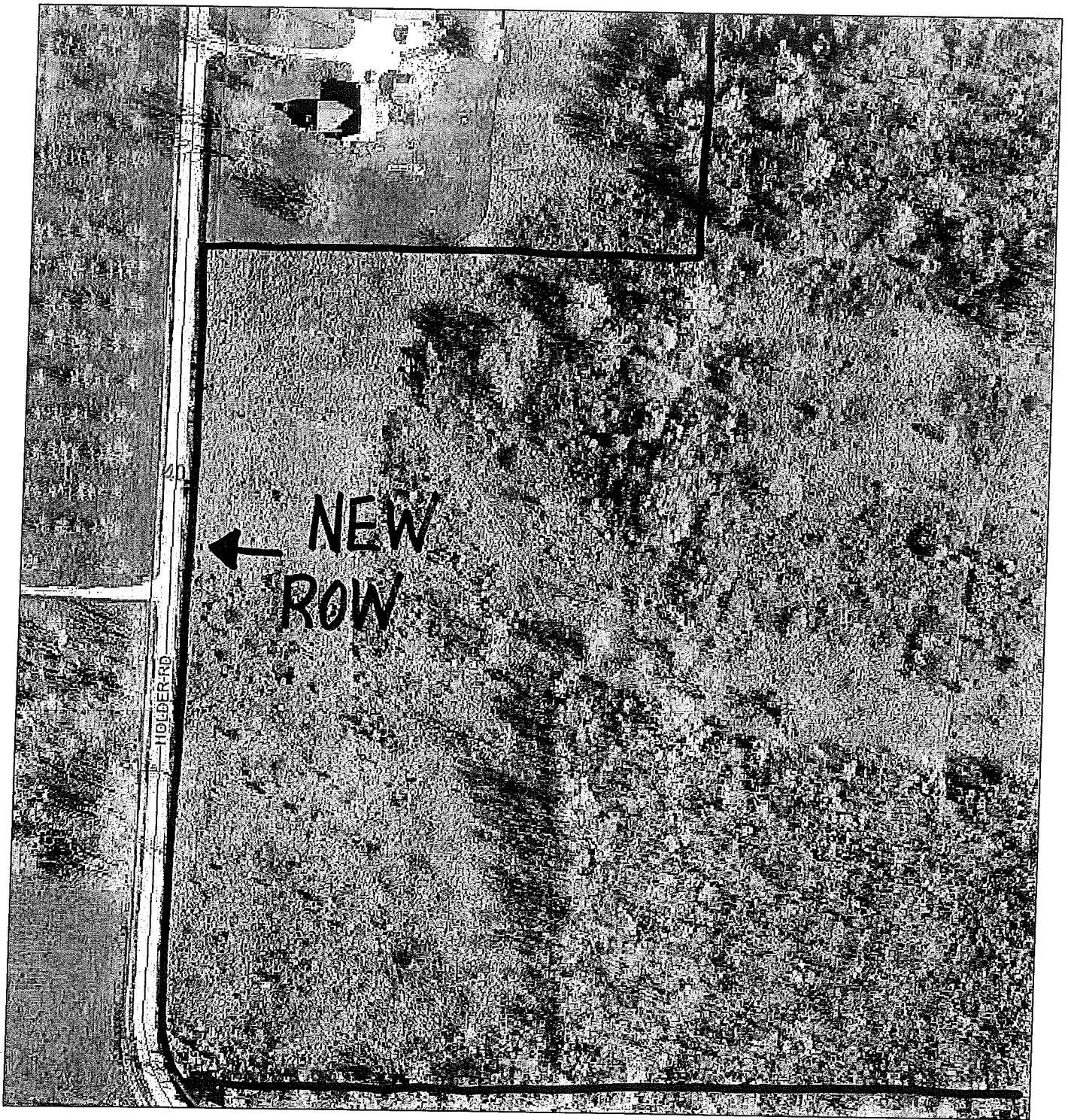
Kay Brown
County Clerk

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

DESCRIPTION OF DEFICIENT RIGHT-OF-WAY

A STRIP OF LAND FOR RIGHT-OF-WAY PURPOSES BEING A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 27 NORTH, RANGE 23 WEST, CHRISTIAN COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11; THENCE SOUTH 2°00'34" WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING; THENCE SOUTH 88°11'22" EAST, 21.47 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF HOLDER ROAD; THENCE SOUTH 1°49'28" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 830.26 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 147.00 FEET AND A CENTRAL ANGLE OF 36°40'21"; THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE A DISTANCE OF 94.09 FEET; TO AN INTERSECTION WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 88°31'01" WEST ALONG SAID SOUTH LINE A DISTANCE OF 29.90 FEET TO AN INTERSECTION WITH THE CENTERLINE OF SAID HOLDER ROAD AND THE ARC OF A NON-TANGENT CURVE WHOSE RADIUS POINT BEARS NORTH 61°03'46" EAST, 172.00 FEET; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°14'16" A DISTANCE OF 75.76 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 2°00'34" EAST ALONG SAID WEST LINE A DISTANCE OF 846.82 FEET TO THE POINT OF BEGINNING, CONTAINING 21255 SQUARE FEET (0.488 ACRES) MORE OR LESS.

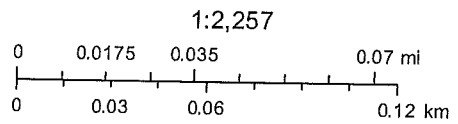
ArcGIS Web Map



January 7, 2016

COMMON TWO

- Streets
- Landhooks
- Parcel Boundaries
- Lots & Symbols
- - Utility Easements
- City Boundaries
- Towns
- County Boundary



Christian County Assessor's Office
 Christian County Assessor's Office. Information for tax purposes only. Not Intended for conveyance.

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

RIGHT OF WAY DEED

THIS DEED is made and entered into this 12th day of January, 2016, by and between **Lawrence O. Bowen** of Christian County, Missouri and is also made and entered into this 14th day of January, 2016 by and between **Karen S. Bowen** 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 West Church Street, Room 100 Ozark, Mo. 65721

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.

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.

Reed Road - C-1

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

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

[Handwritten Signature]

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 12th day of January, 2016, before me personally appeared _____, 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.



MICHAEL R. COPELAND
My Commission Expires
October 16, 2017
Christian County
Commission #13536487

[Handwritten Signature]

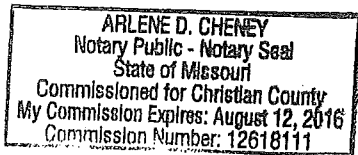
Notary Public
MICHAEL R. COPELAND
(Printed Name)

My Commission Expires: 10-16-2017

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 14th day of January, 2016, before me personally appeared Karen Bowen, 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]

Notary Public
Arlene D. Cheney
(Printed Name)

My Commission Expires: Aug 12, 2016

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 21st day of January, 2016.

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

EXHIBIT “ _____ ”

REGARDING REED ROAD

A **RIGHT-OF-WAY** described as commencing at a stone at the Northwest corner of the Northeast Quarter of the Southeast Quarter (NE1/4 SE1/4) of **Section 11, Township 27N, Range 20W**, Christian County, Missouri; thence along the North line thereof S89°13'17"E 44.88 feet; thence parallel to the West line of said Northeast Quarter of the Southeast Quarter S00°16'10"W 310.70 feet for a true point of beginning of said right-of-way; Thence continuing S00°16'10"W 389.30 feet; thence N89°13'17"W 38.60 feet; thence N00°17'56"E 281.36 feet; thence along a curve to the right with a radius of 170.00 feet a distance of 116.53 feet to the point of beginning.



BOWEN, LAWRENCE O & KAREN S
120111000000005000

COLEMAN, JOHN & JULIE
120111000000005001

BOWEN, LAWRENCE O & KAREN S
120111000000005002

CLANCY, PAUL & KATH
120111000000006000

MORRIS, JOHN & KRISTIN
120111000000005003

BOWEN, LAWRENCE O & KAREN S
120111000000008001

Sec: 11
Twp: 27
Rng: 20

**NEW
ROW**
→

DAVIS, JERRY L & ANNA M
120111000000007000

BOWEN, LAWRENCE O & KAREN
120111000000008000

REED RD

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

COMMON ONE

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

RIGHT OF WAY DEED

THIS DEED is made and entered into this 12th day of January, 2016, by and between **Lawrence O. Bowen** of Christian County, Missouri and is also made and entered into this 14th day of January, 2016 by and between **Karen S. Bowen** 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 West Church Street, Room 100 Ozark, Mo. 65721*

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.

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.

Reed Road - C-1

[Handwritten Signature]

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 12th day of JANUARY, 2016, before me personally appeared _____, 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.



MICHAEL R. COPELAND
My Commission Expires
October 16, 2017
Christian County
Commission #13536487

[Handwritten Signature]

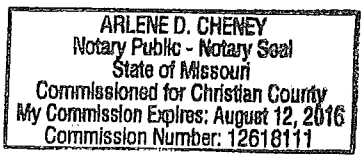
Notary Public
MICHAEL R. COPELAND
(Printed Name)

My Commission Expires: 10-16-2017

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 14th day of JANUARY, 2016, before me personally appeared Kevin Bowen, 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]

Notary Public
Arlene D. Cheney
(Printed Name)

My Commission Expires: Aug 12, 2016

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 21st day of JANUARY, 2016.

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

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

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

EXHIBIT " A "

REGARDING REED ROAD

A **RIGHT-OF-WAY** described as commencing at an iron bar at the Southeast corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of **Section 11, Township 27N, Range 20W**, Christian County, Missouri; thence along the East line thereof **N00°16'10"E 101.59 feet** for a true point of beginning of said right-of-way; Thence **S89°03'36"E 44.88 feet**; thence parallel to the East line of said Northwest Quarter of the Southeast Quarter **S00°16'10"W 101.00 feet** to an iron pin; thence parallel to the East line of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of said Section 11 **S02°11'40"W 99.57 feet**; thence **N89°26'27"W 46.50 feet**; thence **N01°08'05"E 200.85 feet**; thence **S89°03'36"E 1.93 feet** to the point of beginning.



Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

BOWEN, LAWRENCE & KAREN
120111000000008000

DAVIS, JERRY L & ANNA
120111000000007000



COLLER, CHARLES F & RENAI
1201110000000012000

MURGEON, TIM
1201110000000016000

DAVIS, ANNA MAE & JERRY L
1201110000000017000

REED RD

Attachment: Right of Way dedication Greene, Holder, Reed roads (2761 : Right of Dedication-Greene Rd C-1, Holder Rd C-2, Reed Rd C-1, Reed

COMMON ONE