



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

January Term

<http://ChristianCountyMO.iqm2.com>

~ Minutes ~

Monday, February 29, 2016

9:35 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 9:35 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	9:35 AM
Bill Barnett	Western Commissioner	Present	9:35 AM
Sue Ann Childers	Eastern Commissioner	Present	9:35 AM
Cheryl Mitchell	Assistant	Present	9:35 AM
Kay Brown	County Clerk	Present	9:35 AM

II. Agenda

Motion/Vote - 9:35 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell and Judy Dollarhite.

Presiding Commissioner Weter entertained a motion to approve the agenda as published for Monday February 29, 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 - 9:40 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell and Judy Dollarhite.

Presiding Commissioner Weter entertained a motion to approve the minutes for Thursday, February 18th, 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 - 9:40 AM

Approve the Minutes for February 25, 2016

The meeting was attended by Commission Secretary Cheryl Mitchell and Judy Dollarhite.

There were no financials presented.

Presiding Commissioner Weter entertained a motion to approve the minutes for Thursday, February 25th, 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 - 9:45 AM

Table the Financials to 10:00 a.m. Today

The meeting was attended by Commission Secretary Cheryl Mitchell and Judy Dollarhite.

Commissioner Childers said the financials involve the Sheriff's Department and we need to know what path to take.

Presiding Commissioner Weter entertained a motion to table the financials until 10:00 a.m. today

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

Motion/Vote - 9:45 AM Todd Wiesehan-Planning and Development

Right-Of-Way Deeds - Right of Way Deed-Riverdale Road-Common 2

The meeting was attended by Commission Secretary Cheryl Mitchell, Todd Wiesehan and Judy Dollarhite.

Todd Wiesehan presented the Right-of-Way Deed for the dedication of easement along Riverdale Road by the Riverdale Baptist Church and ONB Bank and Trust Company. Mr. Wiesehan said this right-of-way is on the Southside next to Riverdale Baptist Church and on the Northside across the road from the church where the parking lot is located.

Presiding Commissioner Weter entertained a motion to approve the dedication of additional right-of-way along Riverdale Road presented by ONB Bank and Riverdale Baptist Church to be transferred to Common 2 Road District.

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

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

Discussion - License Agreement-Spokane Schools

The meeting was attended by Commission Secretary Cheryl Mitchell, Todd Wiesehan and Judy Dollarhite.

The County Commission asked Sheriff Cole to meet with the County Auditor after the meeting to review some bills and receipts.

The County Commission met with Sheriff Cole to review the License Agreement with the Spokane School District to provide space for a satellite office for the Sheriff at the Highlandville Elementary School and the Spokane Middle School Library.

Sheriff Cole said there will be no additional cost to the county. Sheriff Cole said the Spokane School District will provide a desk and chair for each satellite office. Sheriff Cole said this agreement begins today and will end in one year from today's date.

Presiding Commissioner Ray Weter entertained a motion to approve the license agreement between the Sheriff and the Spokane School District to provide two satellite offices.

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

Motion/Vote - 2:45 PM Brad Cole-Christian County Sheriff

Discussion - 2815 : Emergency Meeting-Financials

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Auditor asked the County Commission to hold an emergency meeting to transfer funds to COLE.

Presiding Commissioner Weter entertained a motion to go into emergency session.

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

Motion/Vote - 2:48 PM Brad Cole-Christian County Sheriff

Discussion - 2815 : Court Order 2-29-2016-01

The County Auditor asked the County Commission to convene to hold an emergency meeting to transfer funds.

Presiding Commissioner Weter entertained a motion to approve Court Order 2-29-2016-01, to transfer \$ 26,000.00 from the Law Enforcement Sales Tax Fund to COLE.

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

III. Adjournment

The meeting was closed at 3:00 PM

Motion/Vote -

Adjourn

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



Recording Date/Time: 02/29/2016 at 11:43:50 AM

Instr #: 2016L02204

Book: 2016 Page: 2179

Pages: 4

Fee: \$33.00 S 20160002132



Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED #2016-0025

THIS DEED is made and entered into this 10 day of Feb, 2016, by and between Riverdale Baptist (Name) of Christian (County), Missouri (State), 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.

W. Riverdale Rd. - C-2

Attachment: 02-29-2016 Right of Way - Riverdale Rd & Baptist Church (2814 : Right of Way Deed-Riverdale Road-Common 2)

©UNITED STATES

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.

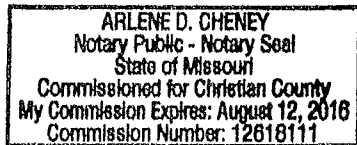
IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Joey E. Glenn
Ken Davis
Thomas Bilge
(Signature of Representative)

STATE OF MISSOURI)
) SS
COUNTY OF Christian)

On this 10th day of February, 2016, before me personally appeared Joey Glenn & Ken Davis & Thomas Bilge 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 29th day of February, 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: 02-29-2016 Right of Way - Riverdale Rd & Baptist Church (2814 : Right of Way Deed-Riverdale Road-Common 2)

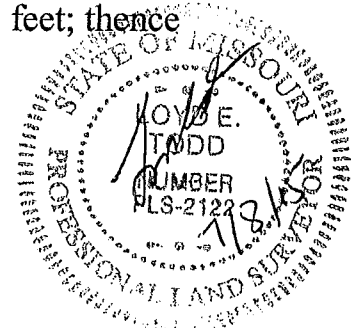
EXHIBIT "A"

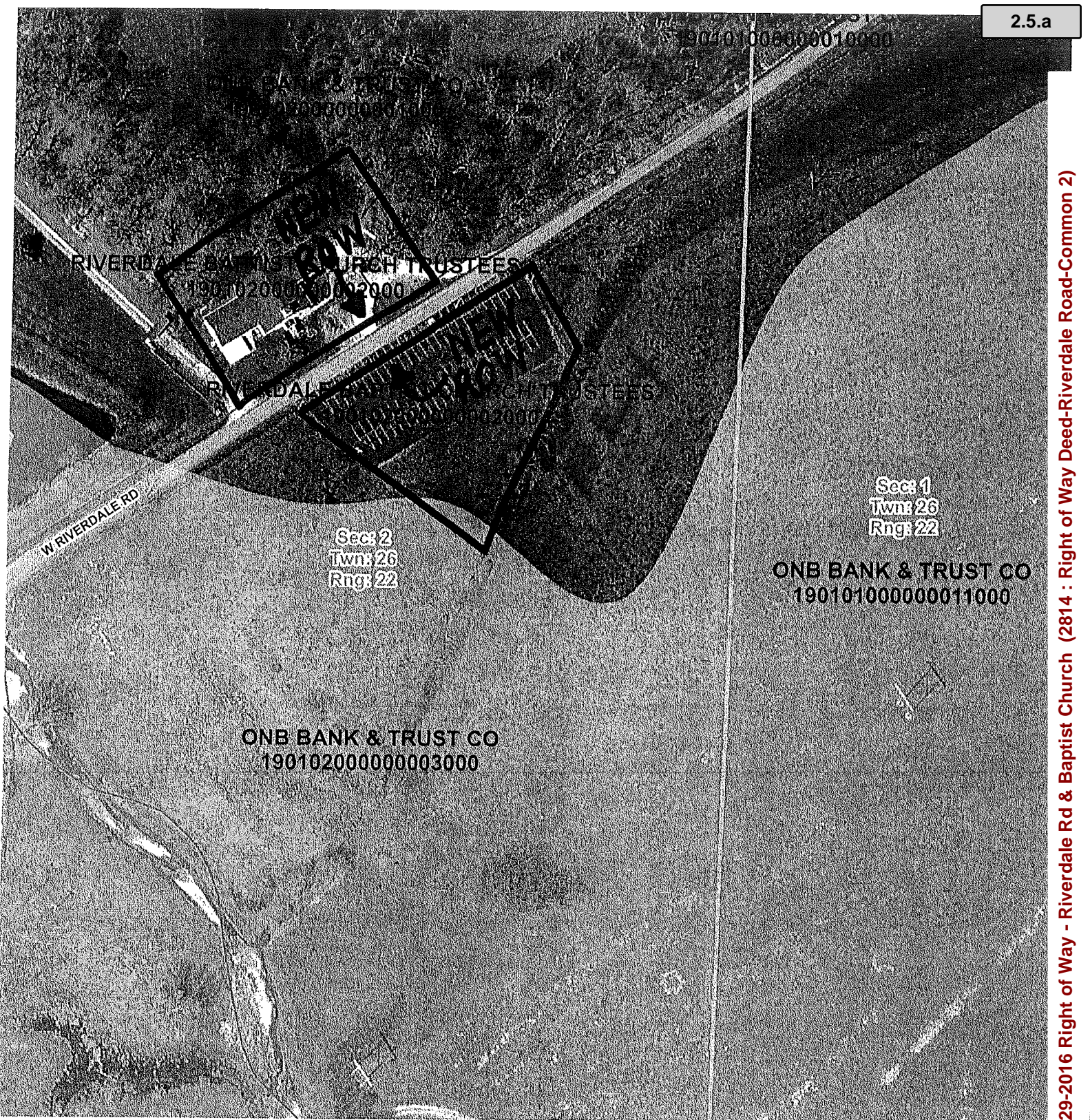
REGARDING RIVERDALE ROAD

(For deed from ONB to Christian County Commission)

A right-of-way being a part of the East Half of Lot 1 of the Northeast Quarter (E1/2 Lot 1 NE1/4) of Section 2, Township 26N, Range 22W, Christian County, Missouri, described as commencing at an iron pin at the Northeast corner of said Section 2; thence along the East line thereof S01°42'25"W 1576.28 feet to the centerline of Riverdale Road; thence along said centerline S55°45'51"W 307.26 feet; thence continuing along said centerline S56°35'32"W 298.67 feet; thence S53°47'17"E 15.96 feet to the South right-of-way of Riverdale Road for a true point of beginning; Thence along said South right-of-way S56°05'35"W 217.40 feet; thence S33°54'25"E 8.15 feet; thence N56°35'32"E 221.05 feet; thence N53°47'17"W 10.71 feet to the point of beginning.

ALSO: A right-of-way being a part of the East Half of Lot 1 of the Northeast Quarter (E1/2 Lot 1 NE1/4) of Section 2, Township 26N, Range 22W, Christian County, Missouri, described as commencing at an iron pin at the Northeast corner of said Section 2; thence along the East line thereof S01°42'25"W 1576.28 feet to the centerline of Riverdale Road; thence along said centerline S55°45'51"W 307.26 feet; thence N27°30'36"W 20.11 feet to the North right-of-way of Riverdale Road for a true point of beginning; Thence along said North right-of-way S56°35'32"W 169.27 feet; thence N31°19'13"W 5.00 feet; thence N56°35'32"E 169.60 feet; thence S27°30'36"E 5.03 feet to the point of beginning.





Attachment: 02-29-2016 Right of Way - Riverdale Rd & Baptist Church (2814 : Right of Way Deed-Riverdale Road-Common 2)

COMMON TWO

LICENSE AGREEMENT

This license Agreement is entered into as of the 29th day of Feb, 2016, between the Spokane R-VII School District, a Missouri public school district, 167 Kentling Ave., Highlandville, MO 65669 and the Sheriff's Office of Christian County, Missouri, a Missouri political subdivision, 110 W. Elm Street, Room 70, Ozark, MO 65721, Attn: Sheriff Brad Cole, Christian County.

WITNESSETH:

WHEREAS, the District is the owner of certain properties, commonly known as Highlandville Elementary School and Spokane Middle School (sometimes hereinafter, the "Property"); and

WHEREAS, the County has asked the District for permission to use a portion of the property for a satellite Sheriff's office; and

WHEREAS, the area of the Property that the County has proposed to use are the following: Room 41 at Highlandville Elementary School and Room 230 at Spokane Middle School Library Office; and

WHEREAS, the District is willing to grant a license to the County for use of the Satellite Office, subject to the terms and conditions hereinafter set forth.

PERMITTED USE: For the purpose of this license agreement, "Permitted Use" shall be defined as follows: a workspace for Christian County Sheriff's Deputies to use for completion of reports, paperwork, interviews, and other duties, as needed. The property will also serve as a home-base for the D.A.R.E. Officer in the respective buildings.

OFFICE SPACE: The District will provide a work area with a desk and chair for the county's use in the Satellite Office, and the County may supplement with County-owned additional equipment/furnishings, as needed.

ACCESS/CONTROL: For the purpose of this license agreement, "Access/Control" shall be defined as follows: Christian County Sheriff's Deputies will have access/control to/of the satellite office area 24 hours per day/7 days per week, as well as access to restrooms. Each property will be accessible through a keyed entry system at each location. Building keys will be kept at each location in a secure box which can be accessed by a key code assigned by the Sheriff's office.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License The District does hereby grant a personal and revocable license to the County, and the County does hereby take the license to use the Satellite Offices only for the Permitted Use and subject to the terms and conditions set forth below. The license is personal to the County and shall not be assigned or sublicensed to or used by any other party.
2. Term The term of this Agreement shall be for one (1) year, commencing on the 29 day of Feb, 2016 and terminating on the 1st day of March, 2017, subject to earlier termination by either party for any reason at any time on thirty (30) days advance notice.

DL0285446

Attachment: 2-29-2016 Agreement- Sheriff & Spokane Sch Dist. (2815 : License Agreement-Spokane Schools)

3. Use and Condition The County shall use the Satellite Office only for the Permitted Use and for no other use whatsoever. The County will: (a) comply with all laws, statutes, ordinances and regulations applicable to the Satellite Office relating to its use thereof; and (b) surrender the Satellite Office at the end of the term of this Lease in as good condition as received, ordinary wear and tear, damage by fire and other casualties excepted. County shall make no improvements or alterations or install any signage without District's prior written consent.
4. District Agreements The District agrees to provide electricity, heat and air conditioning in a manner similar to what the District provides to the balance of the Property. However, the District will have no obligation to undertake any improvements. Nor shall the District be required to undertake any repairs or replacements that it deems in its sole discretion to be unnecessary or too expensive given its needs and/or plans for the Property.
5. Immunities The District and the County are governmental bodies and maintain normal and appropriate insurance coverage that will be in effect for the duration of this Agreement. Nothing in the Agreement shall be construed as a waiver of any governmental immunity including but not limited to sovereign immunity or official immunity or the public duty doctrine, available to the County, the District or their agents. The parties hereby expressly reserve all immunities available under federal or Missouri law.
6. Notices Any notices hereunder shall be in writing and shall be deemed to have been given, if personally delivered, upon receipt; if delivered by overnight commercial package courier or local delivery service, upon receipt; or, if mailed by registered or certified mail, return receipt requested, three (3) days after the date of such mailing, to the parties at the addresses set forth in the first paragraph above. Any party may change the address to which notices are to be given hereunder by giving notice in the manner herein provided.
7. Independent Status Neither party, nor its agents or employees, shall be deemed the agent of the other. Neither party will have the right to bind the other, transact any business in the other's name or on its behalf, or incur any liability for or on behalf of the other.
8. Miscellaneous This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns subject, however to the provisions of Paragraph one (1) above. This Agreement is made and delivered in the State of Missouri and shall be construed and enforced in accordance with the laws of the State of Missouri. The headings of the sections of this Agreement are solely for convenience and reference and shall not limit or otherwise affect the meaning or interpretation of any of the terms or provisions hereof. No amendment of this Agreement shall be effective or binding on the parties unless in writing signed by an authorized representative of both parties. This Agreement is the entire agreement between the parties with respect to the subject matter of this Agreement, and incorporates and replaces all prior communications between the parties, oral or in writing.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURES ARE CONTAINED ON THE FOLLOWING PAGE)

33411-1

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officers as of the day and year first above written.

District:
Spokane R-VII School District

By: *Daryl Benschetter*
Name: Daryl Benschetter
Title: Superintendent

ATTEST:

Janene Sellers
Secretary

Christian County:

By: *Brad Cole*
Name: Brad Cole
Title: Sheriff of Christian County

By: *Ray Weter*
Name: Ray Weter
Title: Presiding Commissioner

By: *Bill Barnett*
Name: Bill Barnett
Title: Western Commissioner

By: *Sue Ann Childers*
Name: Sue Ann Childers
Title: Eastern Commissioner

ATTEST:

Kay Brown
Kay Brown
Clerk of the County Commission

Approved as to form
John Housley
John Housley, County Counselor

CERTIFIED COURT ORDER # 02-29-2016-01

STATE OF MISSOURI

} ss.

COUNTY OF CHRISTIAN

January 2016 Term,

In the Christian County Commission of said County, on the 29th day of February, 2016, the following, among other proceedings, were had, viz:

The Treasurer is hereby ordered to transfer in the amount of \$ 26,000 from Law Enforcement Sales Tax to the following:

COLE (Amount to be transferred back to LEST at a later date)

Ray Weter

Ray Weter, Presiding Commissioner

Bill Barnett

Bill Barnett, Western Commissioner

Sue Ann Childers

Sue Ann Childers, Eastern Commissioner

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Commission, at my office in Christian County this, the 29th day of February, 2016.

Kay Brown

Clerk of the Christian County Commission



Attachment: Crt. Or. 2-29-2016 Transfer of Funds (2815 : License Agreement-Spokane Schools)