



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Thursday, May 12, 2016

8:50 AM

The Christian County Courthouse

I. Convene

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

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Absent	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM
Rachel Hankins	Assistant	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Cheryl Mitchell.

Commissioner Childers called for a motion to approve the agenda as published for 5/12/2016.

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

Motion/Vote - 8:57 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Cheryl Mitchell and Todd Wiesehan.

Commissioner Childers called for a motion to approve the minutes for 3/14/2016.

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

Motion/Vote - 8:57 AM

Approve Financials

The meeting was attended by Cheryl Mitchell and Todd Wiesehan.

Commissioner Childers called for a motion to approve the financials for 5/12/2016 Certified Court Order for the Treasurer to pay \$103,360.81 to Common I and \$101,271.26 to Common II with \$71,844.61 to remain in the Pool.

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

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

Right of Way Dedication - Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1

The meeting was attended by Cheryl Mitchell and Todd Wiesehan.

Todd Wiesehan said we have three separate offerings.

The first one is Jack and Rita Stafford in Common 1 on Stewart Creek Road which is on the east side and we are requesting the right of way 25 feet from the road.

Commissioner Childers called for a motion to approve the right of way deed for Jack and Rita Stafford.

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

Motion/Vote -

Approve Right of Way West Big Bend Rd.

The meeting was attended by Cheryl Mitchell and Todd Wiesehan.

The second Right of Way deed is for Kevin and Hillary Austin of Common 2 district, on West Big Bend Road. We are requesting the right of way 25 feet from the road.

Commissioner Childers called for a motion to approve the right of way deed for Kevin and Hillary Austin.

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

Motion/Vote -

Approve Right of Way Moon Valley Road

The meeting was attended by Cheryl Mitchell and Todd Wiesehan.

The third request is for Joe and Susan Crain in Common 1 district on Moon Valley Road. On the West Side conveying the right of way along the smaller parcel South of Shady Lane. We are requesting right of way 25 feet from the road.

Commissioner Childers called for a motion to approve the right of way deed for Joe and Susan Crain.

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

Motion/Vote - 9:15 AM Christian County Commission

Discussion - Discussion of Requesting RFP for Forensic Services

The meeting was attended by Cheryl Mitchell, Judy Dollarhite and Amelia Wigton.

Commissioner Childers said the question arose as to whether or not we had an agreement with a company regarding pathology services. We consulted Mr. Housley regarding pathology services. We discovered other counties have agreements for pathology services. We need to have a pathology services contract. We need to send out proposal requests for our County. We only have one local service but we need to explore agreements with more than one in case something happens.

Commissioner Childers called for a motion to seek RFP proposals for forensic services.

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

Motion/Vote - 10:00 AM Christian County Commission

Discussion - Financial Options Discussion

The meeting was attended by Cheryl Mitchell, Judy Dollarhite, Robert Palmer, Karen Matthews, John Housley, Carl Yates, Doyle Childers, Amelia Wigton of Christian County Headliner and Commissioner Weter (phone).

Presiding Commissioner Weter (via phone) said USDA has a lot of money to loan and they are looking to loan it out and I would like to make it a part of this discussion.

Carl Yates said I put together a summary of Chapter 49 of the statutes of the way we describe Special Obligation Bonds (report attached). The 2nd paragraph is the description. You can see how Special Obligation Bonds are structured and what you can do with them. Under Chapter 49 it does say that you are suppose to have a public hearing on those bonds. You advertise the bond for sale and you select the best bidder for the bond. I didn't include anything on Certificate of Participation because we had done that before and so I am sure you are familiar with that procedure. There isn't much difference between a COP and Special Obligation Bonds except COP's have to have a trust indenture that issues the obligations from that trust indenture and you sell the Participation in the lease that the County annually makes the appropriations for. These under Chapter 49 are real Bond Obligations the County has to pass a bond order that authorizes the issuance of the bonds and sets out the terms regarding the redemption of the bond, the interest rate and repayment options.

Presiding Commissioner Weter asked did you catch what I said about USDA loans

Carl Yates said I have done USDA on sewers but I have never done a USDA loan for the county. USDA loans are for 30 years which will give you a 10 more years to pay and with the interest rate being so low it would be beneficial to you. I would advise that as you are going through the decision process you look at all options.

Presiding Commissioner Weter said with the total project adding up to about \$15 million, the thought that crossed my mind is USDA financing for 30 years at an attractive interest rate, we might want to think about expanding the project and as our Counsel would the USDA loan be something that you could be involved in?

Carl Yates said yes we are required to render an opinion that those bonds still comply with the state law and don't violate the constitution.

Commissioner Childers said one of the things we would want is the ability to pay off the loan early without a penalty and to refinance, if needed, would you be able to refinance a bond?

Carl Yates said yes, it is getting the correct redemption provisions in place that would let you redeem the bond after five or even ten years.

Presiding Commissioner Weter said can we recoup any of the expenses incurred for the preliminary work before this becomes a deal on the Bond Financing?

Carl Yates as long as it fits within the definition of the reimbursable expenses under the Internal Revenue codes.

Presiding Commissioner Weter said that would be the COP document that we approved?

Carl Yates said yes that is the reimbursement resolution.

Commissioner Childers asked Carl Yates, in your personal opinion, which would be better, the Lease Purchase or the Special Obligation Bonds?

Carl Yates said it really is up to what you are wanting to do, COP's have a more limited market which limits the public if they want to participate.

Commissioner Barnett asked if you do a Lease Purchase, is there any way you can lose the building?

Carl Yates said with both a COP and a Special Obligation bond the statute authorizes a mortgage on the property and if you don't pay you could lose the property in either case.

Commissioner Barnett said we were talking about a 12 year loan but I think we should go to at least 15 year because with the economy you don't know what it might do.

Commissioner Childers said well you would lock in that low interest rate even though that would be higher than the 12 year option. I am thinking that interest rates are going to go up.

Carl Yates said you don't want to put yourself in a position that so much of your general funds flow is tied up in repaying obligations that the County can't take care of other necessary expenses from growth.

Commissioner Barnett said didn't you say that we could pay that off at any time?

Carl Yates said you can structure those provisions to 5 years or ten years but then there is a tax consequence for doing that. If you change the nature of the obligation from long term to short term the more you pull back the call provisions. You would expect a higher premium put on for a short term obligation then you might have for a long term obligation.

Commissioner Childers said that is usually for the first 5 years though, right? If we say 15 years and pay it off in 12 years then that wouldn't be as much of a cost.

Carl Yates said No

Presiding Commissioner Weter said I think we need to look at the USDA situation and I think that if the USDA has money available at attractive interest rates and might consider it for 30 years, I think we might need to look at the whole package of the projected construction project including the Courts building approximately \$15 million. We need to explore that option and educate ourselves about the USDA.

Commissioner Childers said yes we do need to explore the USDA option and educate ourselves. Do we need a Bond rating from Moody?

Carl Yates in my experience you once you get a bond rating then you could continue to expect that bond rating unless finances have really changed. I was pleased with the rating that County got when we did the Court's facility. You would need to invest \$20,000.00 to get another rating. A lot of counties use Moody's because they were least expensive.

Commissioner Childers said financial advisors, we have talked to both gentlemen about that and they pretty much have the same opinion but what is your opinion of having to have one?

Carl Yates said the SEC has suddenly determined that the municipal market is no longer exempt from the SEC's. My advice is if you can get a reasonable fee for a financial advisor it will give you comfort as elected officials trying to protect paying out of public funds against these kinds of actions that the SEC has commenced to bring in.

Commissioner Barnett said I like it because they gave us guidance and just for security for our protection.

Commissioner Childers said how do they get paid?

Carl Yates said it depends on what kind of arrangements you negotiate with them. Typically it could be an annual retainer fee that they can charge plus each time you have an issue there is a fee for that. I see two areas that you could negotiate on that.

Commissioner Barnett asked how do we go about finding this person?

Carl Yates said you can put out RFP's and request them to present to you proposals to serve as financial advisors.

John Housley said to Bill: to follow up on that I sent an email to Ray on the 4th with respect to financial advisors, once you make that decision, then Carl is going to be bond counsel, and so he will shepherd you at that point from whatever fork in the road that you choose but financial advisors are just people who advise the commission, they don't favor either side they give you the pros and cons to help you to decide which direction would be the best. The local government recommended a debt management policy and it recommended getting a financial advisor, is it worth the investment. We are talking a debt of millions of dollars over a long period of time and we need to get this right and I would feel better, if anyone is out there that wants to question whatever decision you make and you can say we had an independent financial advisor. I have given Ray some recommendations for some financial advisors.

Presiding Commissioner Weter said we need to decide if we want to approach these individuals or publish an RFP before there is a motion or a second or a vote. Another thought is a decision regarding a financial advisor, what I am suggesting is we need some help (John) as to what we should be asking for we need to discuss if we want to go forward with an RFP.

Commissioner Barnett said I think that is something we should consider it but we need to get what it is going to cost us.

Commissioner Childers said we can get their proposals and realize that it is out of the realm or its very feasible for what we are wanting to do and for the length of time. We need to make sure that we are putting our best foot forward and an advisor may be the only one that could do that. We can find out what the charge and what they offer.

Presiding Commissioner Weter said the best way to do that is to prepare and publish an RFP and also contact the individuals that John recommended.

Commissioner Childers said is there anything else you would like to ask or we can stop right now and do the financial advisor motion.

Presiding Commissioner Weter said White River came and spoke with us about USDA programs. We need to find these documents and contact USDA and possibly make them a part of this project.

Commissioner Childers said I think we need to agree to find this information and then pursue this if we decide.

Commissioner Childers asked for public comments.

Robert Palmer said as a citizen I am concerned about the potential obligation 10-30 years for \$7,000,000.00 and who knows how many more millions of dollars. The public at this point doesn't even know what the plan is and I haven't heard one thing addressing the over crowding at the jail. Are we going to be obligating ourselves to such a debt that we can't even address that issue. So far I have talked to neighbors, friends and businessmen, I cannot find one person that is in favor of obligating the county for even the \$7 million debt. We have a citizen task force that was asked to study this issue and we were instructed that we were to look at every part of the Grand Jury's conclusions, and we did that. Now, the Commission is ignoring the issues that were brought up by the Grand Jury. We are now talking about an expense that I question is wise. We are now talking about a 30 year obligation, I guarantee you that the plans that we are putting forward are not going to be sufficient to last us for even 10 years, 12, 15, or 30. I am very upset the public isn't being well informed of this, that we are having closed meetings to talk about any of the details of it. I think we need to open this up to the public disclosure and public discussion. It is the public that is paying for this and the public will be here in 30 years. We need to have wisdom to back down off of these discussions until we have a solution that is not going to hurt the Sheriff's department because all the money is in the Judicial Center. Are we going to hurt our citizens because we have no jail to put a criminal in. We need to think this over and think it over very very carefully.

Judy Dollarhite said ditto.

Presiding Commissioner Weter said we are going to solicit the advice and include the USDA and see what are our best options. I hope that our interest rates stay attractive. I am anxious about being able to take advantage of the interest rates while they are still available.

Commissioner Childers said I don't think that we should rush into anything but I agree that it is worth looking into.

Presiding Commissioner Weter said I would invite any comments or advice from you. If there is anything else we need to consider before we close out this meeting.

John Housley said if we get a financial advisor it forces the Commission to address concerns once you identify the scope of the work and then we can talk about where the financial advisor would come in to give us information as to a better decision. And so later on you could say we were given expert advice.

Presiding Commissioner Weter said I am not sure of all the elements involved in requesting and RFP proposal.

John Housley said I will help with the RFP and it would take about a paragraph to state everything involved.

Presiding Commissioner Weter said I am asking if the discussion on this agenda item is completed?

Commissioner Childers said if your talking 30 years we need to consider what to do about the jail and until we figure out about USDA, I am not willing to sign away my life or anyone else's until we learn more.

Presiding Commissioner Weter said I agree we need to learn more.

Presiding Commissioner Weter entertained a motion to have Mr. Housley prepare and publish an RFP seeking financial advisor services for a capital improvement project for Christian County.

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

III. Adjournment

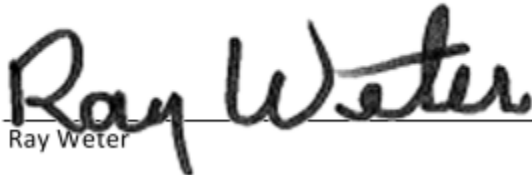
The meeting was closed at 11:00 AM

Motion/Vote - 10:50 AM

Adjourn

Presiding Commissioner Weter entertained a motion to adjourn.

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



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

CERTIFIED COURT ORDER #5-12-2016 -01

The Treasurer is hereby ordered to pay the following:

May 2016 #332 Sales Tax

April 2016 Term

2016 #332 Sales Tax			
Receipts # 26638			
May 6, 2016			
Sales Tax #332 Received		\$276,476.68	CKS
Common Road I	30.98%	\$85,652.48	301-420-209
Common Road II	30.39%	\$84,021.26	302-420-209
Common Road I		17,708.33	301-420-209
Common Road II		17,250.00	302-420-209
Budget Apportionment			
Common I Total		\$103,360.81	
Common II Total		\$101,271.26	
Amount To Remain in Pool		\$71,844.61	

 Presiding Commissioner Ray Weter

Sue Ann Childers
 Eastern Commissioner Sue Ann Childers

Bill Barnett
 Western Commissioner Bill Barnett

RECEIVED
 MAY 06 2016
 KAY BROWN
 COUNTY CLERK
3:34 pm

IN TESTIMONY WHEREOF I, have here
 unto set my hand and affixed the seal of
 said Commission, at my office in Christian
 County this, the 12th day of May, 2016.

Kay Brown
 Kay Brown, Clerk of the County Commission

Attachment: Sales Tax Order 5-2016 (2948 : Approve Minutes and Financials)

Recorded in Christian County, Missouri



Recording Date/Time: 05/13/2016 at 09:24:30 AM

Instr #: 2016L05873

Book: 2016 Page: 5809

Pages: 4

Fee: \$33.00 S 20160005700



Kelly Hall
Recorder of Deed

COURTHOUSE CHRISTIAN COUNTY MISSOURI

Attachment: Austin ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

RIGHT OF WAY DEED

#2016-0105

THIS DEED is made and entered into this 29 day of April, 2016, by and between Kevin R Austin, Hilary L Austin of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

100 W Church St Rm #100 Ozark MO 65711

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. Big Bend Road

Common To Christian County, Missouri

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

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

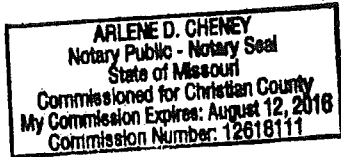
[Handwritten Signature]

Hilary Lee Austin

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 20th day of April, 2016, before me personally appeared Kevin & Hilary Austin, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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



[Handwritten Signature]

Arlene D. Cheney
(Printed Name)

My Commission Expires: 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 12th day of May, 2016.



Ray Weter, Presiding Commissioner
[Handwritten Signature]

Sue Ann Childers, Eastern Commissioner
[Handwritten Signature]

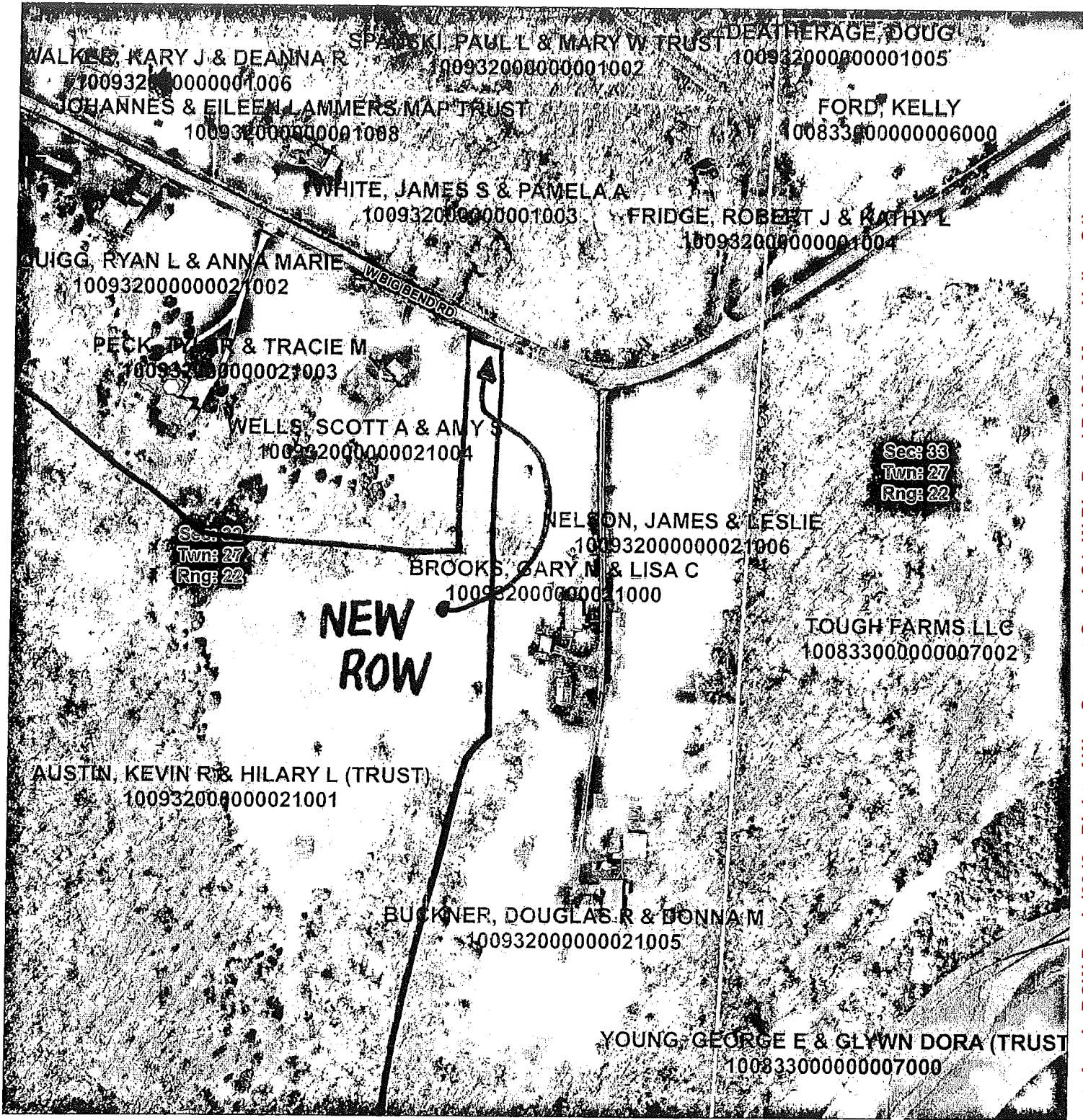
Bill Barnett, Western Commissioner

ATTEST:
[Handwritten Signature]

County Clerk

Christian County, Missouri

Attachment: Austin ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)



Attachment: Austin ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

COMMON TWO

DESCRIPTION OF DEFICIENT RIGHT-OF-WAY FOR DEDICATION

A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION THIRTY-TWO (32), TOWNSHIP TWENTY-SEVEN (27) NORTH, RANGE TWENTY-TWO (22) WEST OF THE FIFTH PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING 1/2" IRON PIN MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE NORTH 1°45'46" EAST ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) AND THE WEST LINE OF SAID SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) A DISTANCE OF 1855.40 FEET; THENCE SOUTH 51°39'54" EAST, 479.50 FEET; THENCE SOUTH 88°33'19" EAST, 450.28 FEET TO A LINE PARALLEL AND 50.20 FEET WESTERLY OF THE WESTERLY LINE OF A SURVEY PREPARED BY GARY BUTCHER ON 08-18-1986; THENCE NORTH 1°15'58" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 364.61 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BIG BEND ROAD, AS IT NOW EXISTS FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 1°15'58" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 28.05 FEET TO THE CENTERLINE OF BIG BEND ROAD, AS IT NOW EXISTS; THENCE SOUTH 64°18'06" EAST ALONG SAID CENTERLINE A DISTANCE OF 56.32 FEET; THENCE SOUTH 1°15'58" EAST ALONG THE WESTERLY LINE OF SAID GARY BUTCHER SURVEY A DISTANCE OF 28.05 FEET; THENCE NORTH 64°18'04" WEST ALONG AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 56.32 FEET TO THE POINT OF BEGINNING ALL BEING IN CHRISTIAN COUNTY, MISSOURI AND CONTAINING 1408 SQUARE FEET, MORE OR LESS, EXCEPT ANY PART TAKEN OR USED FOR ROADS.

Attachment: Austin ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

Recorded in Christian County, Missouri



Recording Date/Time: 05/13/2016 at 09:24:30 AM
Instr #: 2016L05872
Book: 2016 Page: 5808



Pages: 4
Fee: \$33.00 \$ 20160005700

COURTHOUSE CHRISTIAN COUNTY MISSOURI

Kelly Hall
Recorder of Deeds

RIGHT OF WAY DEED

#2016-0100

THIS DEED is made and entered into this 27th day of April, 2016, by and between Joe C. Crain, Susan J. Crain 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."

Rm #100
100 W Church St 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.

Moon Valley Road

Common One Christian County, Missouri

Attachment: Crain ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

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.

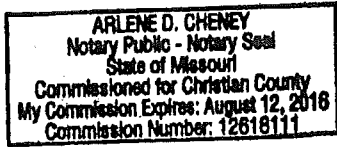
IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

[Signature]
Susan J Crain

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 27th day of April, 2016, before me personally appeared Joe & Susan Crain, 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.



[Signature]
Notary Public
Arlene D Cheney
(Printed Name)

My Commission Expires: August 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 12th day of May, 2016.



ATTEST:
[Signature]
County Clerk

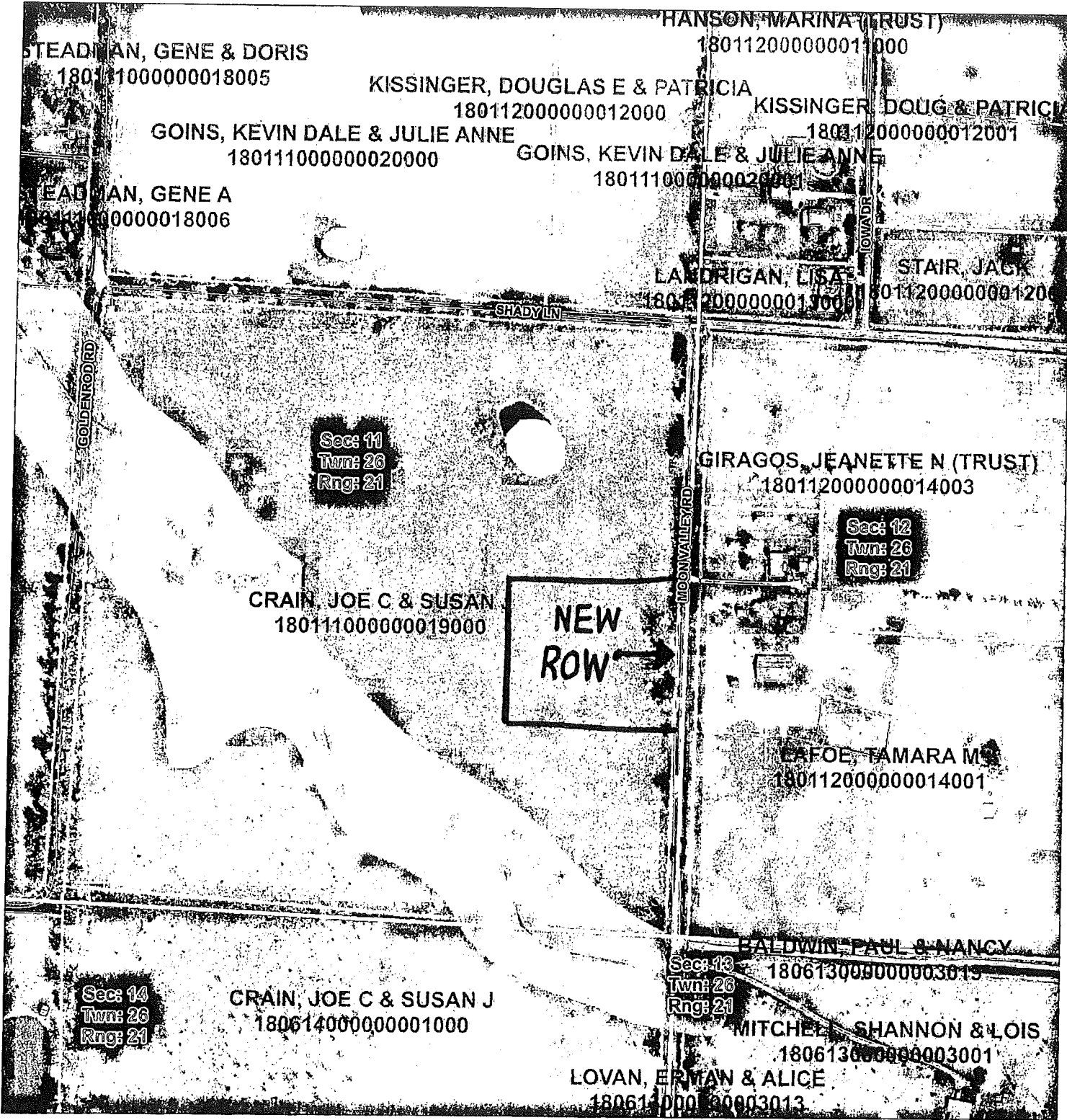
Ray Weter, Presiding Commissioner
[Signature]
Sue Ann Childers, Eastern Commissioner
[Signature]
Bill Barnett, Western Commissioner

Christian County, Missouri

Attachment: Crain ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

EXHIBIT A

A STRIP OF LAND FOR RIGHT-OF-WAY PURPOSES BEING A PART OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE $\frac{1}{4}$) OF SECTION 11, TOWNSHIP 26N, RANGE 21W, THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF SAID SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 11; THENCE N 01°19'51" E, ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, 211.44 FEET FOR THE POINT OF BEGINNING; THENCE N 88°40'09" W, 26.48 FEET TO AN IRON PIN; THENCE N 00°13'57" E, 466.78 FEET TO AN IRON PIN; THENCE S 88°40'09" E, 35.43 FEET TO A POINT ON THE EAST LINE OF SAID SE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$; THENCE S 01°19'51" W, ALONG SAID EAST LINE, 466.69 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD. ALL IN CHRISTIAN COUNTY, MISSOURI.



Attachment: Crain ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

COMMON ONE

Christian County, Missouri

Recorded in Christian County, Missouri



Recording Date/Time: 05/13/2016 at 09:24:30 AM

Instr #: 2016L05874

Book: 2016 Page: 5810

Pages: 4

Fee: \$33.00 S 20160005700

COURTHOUSE CHRISTIAN COUNTY MISSOURI



RIGHT OF WAY DEED

2016-0109

THIS DEED is made and entered into this 3 day of may, 2016, by and between Rita Stafford, Jack Stafford of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee."

100 W Church St Rm #100 Ozark, MO 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.

Stewart Creek Rd

Common ONE Christian County, Missouri

Attachment: Stafford ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

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.

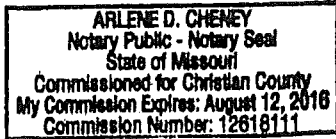
IN WITNESS WHEREOF, the undersigned Grantor has signed this deed the day and year first above written.

Rita Stafford
Jack Stafford

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 3rd day of May, 2016, before me personally appeared Rita & Jack Stafford, 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 12th day of May, 2016.



ATTEST:

Kay Dixon
County Clerk

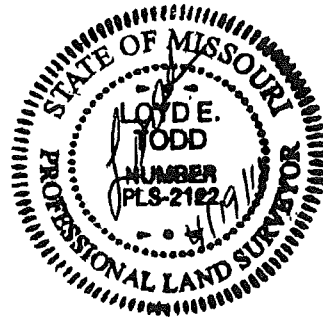
Ray Weter, Presiding Commissioner
Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Bill Barnett
Bill Barnett, Western Commissioner

Attachment: Stafford ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

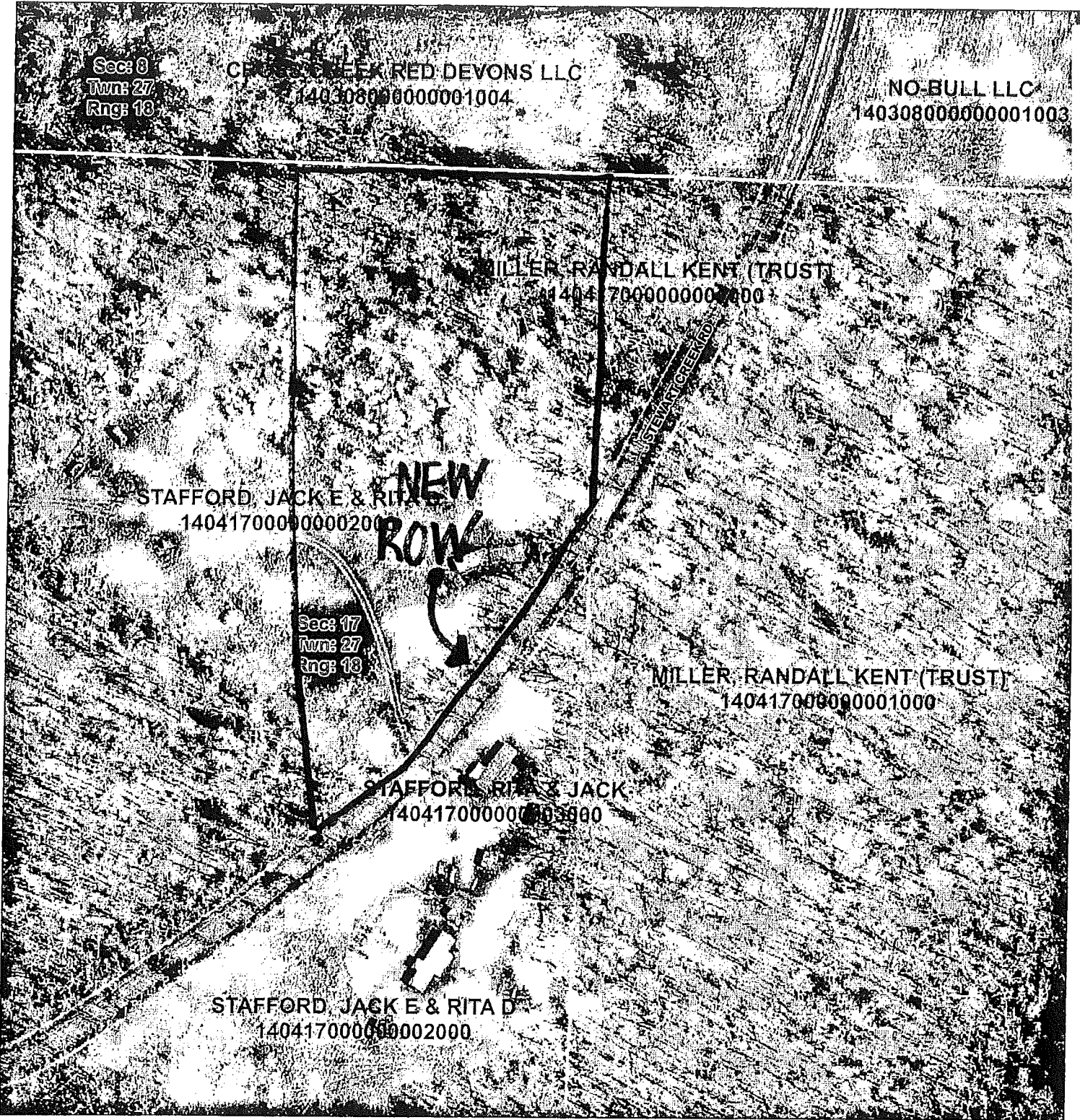
EXHIBIT " A "

REGARDING STEWART CREEK ROAD

A 25 foot wide right-of-way, the East line described as commencing at the Northeast corner of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 17, Township 27N, Range 18W, Christian County, Missouri; thence along the East line of said Northwest Quarter of the Northwest Quarter S00°56'04"E 421.86 feet for a true point of beginning of said East line of right-of-way; Thence S34°33'18"W 241.83 feet for an end.



Attachment: Stafford ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)



Attachment: Stafford ROW Deed (2949 : Right of Way-Stewart Creek-C1, W Big Bend Rd-C2, Moon Valley-C1)

COMMON ONE

**EXECUTIVE SUMMARY OF SPECIAL OBLIGATION BUILDING BONDS
ISSUED BY FIRST CLASS MISSOURI COUNTIES**

This Executive Summary is prepared by the firm of Yates, Mauck, Bohrer, Elliff & Fels, P.C. for consideration by the Christian County Commission, at its meeting on May 12, 2016, regarding the consideration by the County Commission of issuance of Special Assessment Obligations. If additional questions arise after this review presentation please don't hesitate to inquire further of us. As always we look forward to assisting Christian County with its financing needs as it continues its growth.

Sections 49.520 to 49.580, Revised Statutes of Missouri, as amended (the "Act"), authorizes the governing body of any county of the first class (the "County") to purchase, construct or extend public buildings for proper county purposes through the issuance of negotiable bonds (the "Bonds") by order (the "Bond Order") of the county commission of the county (the "Commission"). The Act further authorizes the County in such Bond Order to fix the total amount of rents, fees, and other charges to be imposed for the use and occupancy of the building in an amount sufficient to pay the principal of and interest on the Bonds and to provide for the operation and maintenance of buildings and facilities, including insurance. The Act further provides that the Bond Order of the Commission authorizing the issuance of the bonds shall provide for the creation of a separate fund into which such the County shall deposit the rents, fees and other charges shall be paid by the County and deposited into such special fund and the amount thereof may be pledged as security for the Bonds. The Bonds to be issued by the County pursuant to the Act are to be issued under a Bond Order passed by the Commission. The proceeds of the Bonds may be used to finance the costs of acquisition of land, improving and equipping of County facilities; so the refurbishing, improving, acquisition, constructing and equipping of the existing Historical Courthouse, would include the construction of new offices and court facilities, the remodeling of the County new Judicial Facilities and other public buildings and facilities for county purposes (collectively, the "Project") would all qualify. Under the Bond Order, the County may appoint a paying agent and corporate trustee for the Bonds to collect and administer the funds on deposit with the Trustee including the special allocation fund (the "Paying Agent" or the "Trustee").

The Bonds so issued will be special obligations of the County payable solely from (i) amounts appropriated therefor by the County in each Fiscal Year (ii) amounts on deposit with the Trustee under the Bond Order, and (iii) amounts realized by the Trustee, if any, pursuant to the Deed of Trust hereinafter defined. The Bonds will not constitute general obligations or indebtedness of the County within the meaning of any constitutional or statutory limitation or provision, and the County will not by issuance of the Bonds pledge its full faith and credit and is not obligated to levy taxes or resort to any other moneys of the County to pay the principal of and interest on the Bonds so no election is required. The payment of the principal of and interest on the Bonds will be subject to annual appropriation by the County. The County is not required or obligated to make any such annual appropriation.

The County shall cause to be deposited in the funds established by the Bond Order, monthly, from the current funds of the County available and annually appropriated for such purpose, the amount of rents, fees and other charges for the occupancy, use and service of the Project, such amount to be sufficient to provide for the payment of interest upon all Bonds, and to create a sinking fund to pay the principal thereof when the same becomes due and to provide for the operation and maintenance thereof, including insurance.

In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under the Bond Order by those who shall hold the same from time to time, the Bond Order shall be deemed to be and shall constitute a contract between the County and the registered owners (the "Registered Owners") from time to time of the Bonds; and the pledge made and security interest granted in the Bond Order and the covenants and agreements in the Bond Order shall be for the equal

benefit, protection and security of the Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of the authentication and delivery or maturity of such Bonds, shall be of equal rank with respect to such pledge, without preference, priority or distinction of any of the Bonds over any other Bonds.

Under the Act, the Registered Owners of the Bonds are granted certain rights to proceed directly against the County upon a default by the County. The Bond Order can limit these rights by vesting such remedial rights in the Trustee and by providing for the types of remedial action available to the Trustee. By the purchase and acceptance of the Bonds by any Registered Owner, the Registered Owner agrees that such Registered Owner shall have only those rights and remedies as set forth in the Bond Order.

In the event a court should determine that the County was not authorized to limit the rights of Registered Owners upon a default in the manner contained in the Bond Order, Registered Owners may have additional rights to proceed directly against the County. The exercise of such remedies by individual Registered Owners could result in multiple actions being commenced against the County or the County receiving contradictory instructions from Registered Owners. Such actions and or instructions could create significant delays in any remedial proceedings.

The Bond Order may create a debt service reserve fund (the "Debt Service Reserve Fund") to be held by the Trustee as additional security for the Bonds. The accounts within the Debt Service Reserve Fund will be required to be funded and maintained in an amount equal to not more than 10% of the aggregate principal amount Bonds (the "Debt Service Reserve Requirements").

The Bonds may also be secured by a mortgage granted under the Act creating a mortgage lien on the Project pursuant to the term and provisions of the Deed of Trust from the County, to the mortgage trustee named herein, for the benefit of the Trustee. The Deed of Trust will place of record in the real estate records in Christian County, Missouri, a statutory lien created pursuant to Section 49.550 of the Act, and grants a mortgage lien with a power of sale for the benefit of the Trustee.

The Bonds do not give rise to a general obligation or other indebtedness of the County, the State of Missouri, or any other political subdivision thereof within the meaning of any constitutional, statutory or charter debt limitations or provision.

The Bonds will be special obligations of the County payable solely from the annual appropriation of funds by the County appropriated for that purpose. In each fiscal year, payments of principal of and interest on the Bonds shall be made solely from the amounts appropriated therefore (1) out of the income and revenues of the County provided for such year plus (2) any unencumbered balances for previous years, and the decision whether to make such appropriation each year shall be within the sole discretion of the then current Commissioners. Subject to the preceding sentence, the obligations of the County to make payments hereunder and to perform and observe any other covenant and agreement contained in the Bond Order shall be absolute and unconditional.

The Bonds are not subject to acceleration upon the occurrence of a default under the Bond Order.