



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

April Term

~ Minutes ~

Monday, May 16, 2016

8:50 AM

The Christian County Courthouse

I. Convene

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

| Attendee Name | Title | Status | Arrived |
|------------------|------------------------|---------|---------|
| Ray Weter | Presiding Commissioner | Present | 8:50 AM |
| Bill Barnett | Western Commissioner | Present | 8:50 AM |
| Sue Ann Childers | Eastern Commissioner | Present | 8:50 AM |

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Ashley Hannah, Miranda Beadles, Kelly Vaught, Brent Young, Matt Pettit, Scott Grider, Jim Whitworth, Adam Day, Hosea Bilyeu and Judy Dollarhite.

Presiding Commissioner Weter entertained a motion to approve the agenda as published for 5/16/2016.

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

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

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Ashley Hannah, Miranda Beadles, Kelly Vaught, Brent Young, Matt Pettit, Scott Grider, Jim Whitworth, Adam Day, Hosea Bilyeu and Judy Dollarhite.

No minutes or financials.

Presiding Commissioner Weter entertained a motion to move on to the regular agenda at 9:00 a.m.

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

Motion/Vote - 9:00 AM Miranda Beadles-Highway Engineer

Bid Opening - Bid Opening-Excess Equipment-Highway Department

The meeting was attended by Ashley Hannah, Miranda Beadles, Kelly Vaught, Brent Young, Matt Pettit, Scott Grider, Jim Whitworth, Adam Day, Hosea Bilyeu, Robert Palmer and Judy Dollarhite.

Bids

1. Kelly Vaught representing Infinity Asphalt 1321 Minors Trail, Crain MO. Interested in 10 items - see attached.
2. Jim Whitworth representing Hutchins Construction, Cassville, MO. Interested in 3 items - see attached.
3. Matt Pettit representing GW Van Kimple Company, Kansas City, Kansas. Interested in 2 items - see attached

Presiding Commissioner Weter said we will give these bids to Miranda to review and give the Commission a synopsis.

Miranda said usually when we have multiple bids I put together a synopsis report and present it to you.

Presiding Commissioner Weter entertained a motion to our Highway Department to review the bids and prepare a synopsis and present us with her results.

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

Motion/Vote - 9:15 AM Miranda Beadles-Highway Engineer

Discussion - Sales Tax-IGA

The meeting was attended by Ashley Hannah, Josea Bilyeu, Judy Dollarhite, Robert Palmer and Amelia Wigton of Christian County Headliner.

Presiding Commissioner Weter said these are IGA's sales taxes between the County and municipalities that share the sales tax. We have already approved the amounts for each

entity, the entities that have agreed and our attorney has reviewed and signed. Since these have been approved we are signing these documents.

Miranda said we are still waiting on the City of Nixa and Ozark Special to sign. See attached agreements.

Billings agreement is for funds to remove, relocate, and reinstall a box culvert on Terrill Creek Road for the approved amount of \$100,000.00.

Stoneshire Special Road District's agreement is for 2016 crack and seal project for the approved amount of \$6,299.00.

Highlandville's agreement is to resurface Aspen Road, Brenda Drive and Meadows Road for the approved amount of \$67,760.00.

Sparta's agreement is for Oak Street and Elm Street projects for the approved amount of \$30,000.00.

Clever's agreement is for payment for sidewalk improvements & public ad projects for the approved amount of \$68,523.00.

Selmore Special Road's agreement is for various chip and seal projects for the approved amount of \$74,250.00.

City of Fremont Hills' agreement is for debt service and various street resurfacing for the approved amount of \$133,574.40. For the record Presiding Commissioner Weter excused himself from the vote because that is his place of residence.

Ozark's agreement is for West Liberty Avenue and Commercial Road, the road is failing so they are reconstructing the base to improve the road and water drainage for the agreed amount of \$147,423.00.

Presiding Commissioner Weter entertained a motion to sign the approved agreements.

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

III. Adjournment

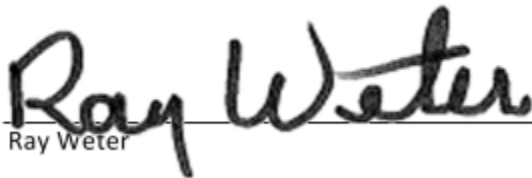
The meeting was closed at 9:30 AM

Motion/Vote - 9:30 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: | 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

Bid From: G.W. VAN Keppel Co.

Bid Sheet

All items are in working/operational condition. Hours listed are as of April 13, 2016.

Vendors may bid on any and/or all items.


| Item No. | Road Dept | Description | Bid |
|----------|-----------|--|--------------------------|
| 1 | CI/CII | 2012 Etnyre Quad Chipper Spreader, 11'-22'. 4 Wheel Drive. 219 Hours. Spread 388,200 ft. Computerized Control. | \$ 100,001 ⁰⁰ |
| 2 | CI | Vermeer 1250 Wood Chipper. Autofeed 2. 913 Hours. | \$ — |
| 3 | CI | Cedar Rapids BSF-531 Asphalt Paver. 1865 Hours. | \$ — |
| 4 | CI | EZ Road Profiler | \$ — |
| 5 | CII | 2004 ProPaver 413. 296 Hours. | \$ — |
| 6 | CI/CII | 1995 Hypac Pneumatic Roller. 2609 Hours. | \$ — |
| 7 | CI/CII | 2005 Hypac Pneumatic Roller. 876 Hours. | \$ 9,500 ⁰⁰ |
| 8 | CII | 1996 Vermeer Wood Chipper 1250. 1614 Hours. | \$ — |
| 9 | CI/CII | 1987 Ford Truck | \$ — |
| 10 | CI | 2004 Eager Beaver 50' Lowboy Trailer with Pony Motor. | \$ — |

Attachment: Van Keppel (2954 : Bid Opening-Excess Equipment-Highway Department)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/ services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the 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>Infinity Asphalt</i> | Legal Name of Entity/Individual Filed with IRS for this Tax ID No. <i>Kelly Vaught</i> |
| Mailing Address <i>1321 Miners Trail</i> | IRS Form 1099 Mailing Address |
| City, State, Zip Code <i>CRANE, MO 65633</i> | City, State, Zip Code |

| | |
|--|---|
| Contact Person <i>Kelly Vaught</i> | Email Address <i>Infinity417@outlook.com</i> |
| Phone number <i>417-771-8656</i> | Fax number |
| Authorized Signature  | Date <i>5-15-16</i> |
| Printed Name <i>Kelly Vaught</i> | Title <i>Owner</i> |

Attachment: Infinity Asphalt (2954 : Bid Opening-Excess Equipment-Highway Department)

Bid Sheet

All items are in working/operational condition. Hours listed are as of April 13, 2016.

Vendors may bid on any and/or all items.

| Item No. | Road Dept | Description | Bid |
|----------|-----------|--|-------------------------|
| 1 | CI/CII | 2012 Etnyre Quad Chipper Spreader, 11'-22'. 4 Wheel Drive. 219 Hours. Spread 388,200 ft. Computerized Control. | \$ 61,156 ¹² |
| 2 | CI | Vermeer 1250 Wood Chipper. Autofeed 2. 913 Hours. | \$ 3,111 ⁰⁰ |
| 3 | CI | Cedar Rapids BSF-531 Asphalt Paver. 1865 Hours. | \$ 2,112 ⁰⁰ |
| 4 | CI | EZ Road Profiler | \$ 211 ⁰⁰ |
| 5 | CII | 2004 ProPaver 413. 296 Hours. | \$ 1012 ⁰⁰ |
| 6 | CI/CII | 1995 Hypac Pneumatic Roller. 2609 Hours. | \$ 1753 ⁰⁰ |
| 7 | CI/CII | 2005 Hypac Pneumatic Roller. 876 Hours. | \$ 2914 ⁰⁰ |
| 8 | CII | 1996 Vermeer Wood Chipper 1250. 1614 Hours. | \$ 2512 ⁰⁰ |
| 9 | CI/CII | 1987 Ford Truck | \$ 2156 ⁰⁰ |
| 10 | CI | 2004 Eager Beaver 50' Lowboy Trailer with Pony Motor. | \$ 8153 ⁰⁰ |

Attachment: Infinity Asphalt (2954 : Bid Opening-Excess Equipment-Highway Department)

(38) 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 HUTCHENS CONSTRUCTION CO. | Legal Name of Entity/Individual Filed with IRS for this Tax ID No. SAME |
| Mailing Address 1007 MAIN STREET | IRS Form 1099 Mailing Address SAME |
| City, State, Zip Code CASSVILLE, MO 65625 | City, State, Zip Code SAME |

| | |
|--|--|
| Contact Person JIM WHITWORTH | Email Address JWHITWORTH@HUTCHENS.CONSTRUCTION.COM |
| Phone number 417-848-5990 | Fax number 417-846-0543 |
| Authorized Signature <i>Jim Whitworth</i> | Date 5-16-16 |
| Printed Name JIM WHITWORTH | Title EQUIPMENT DIVISION MANAGER |

Attachment: Hutchens Construction (2954 : Bid Opening-Excess Equipment-Highway Department)

Bid Sheet

All items are in working/operational condition. Hours listed are as of April 13, 2016.

Vendors may bid on any and/or all items.

| Item No. | Road Dept | Description | Bid |
|----------|-----------|--|--|
| 1 | CI/CII | 2012 Etnyre Quad Chipper Spreader, 11'-22'. 4 Wheel Drive. 219 Hours. Spread 388,200 ft. Computerized Control. | \$ 90 ,100.00 * |
| 2 | CI | Vermeer 1250 Wood Chipper. Autofeed 2. 913 Hours. | \$ NO BID |
| 3 | CI | Cedar Rapids BSF-531 Asphalt Paver. 1865 Hours. | \$ NO BID |
| 4 | CI | EZ Road Profiler | \$ NO BID |
| 5 | CII | 2004 ProPaver 413. 296 Hours. | \$ NO BID |
| 6 | CI/CII | 1995 Hypac Pneumatic Roller. 2609 Hours. | \$ NO BID |
| 7 | CI/CII | 2005 Hypac Pneumatic Roller. 876 Hours. | \$ 17,100.00 * |
| 8 | CII | 1996 Vermeer Wood Chipper 1250. 1614 Hours. | \$ NO BID |
| 9 | CI/CII | 1987 Ford Truck | \$ NO BID |
| 10 | CI | 2004 Eager Beaver 50' Lowboy Trailer with Pony Motor. | \$ 25,000.00 22,600.00 * |

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 14th day of MAY, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the BILLINGS SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and Special Road District to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities and special road districts in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project (hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the Special Road District applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and special road districts and submitted its recommendations for funding said projects and the Commission has approved the Special Road District's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to ONE HUNDRED THOUSAND DOLLARS and 00/100 DOLLARS (\$100,000.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the Special Road District in the amount of the funding amount

- authorized by the Commission within thirty (30) days of the parties' execution of this agreement.
- B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
 - C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
 4. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
 5. **Indemnity.**
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to

real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.

- B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.
- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**

- A. The Special Road District agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: christiancountycormission@christiancountymmo.org

EXHIBIT A

Christian County Sales Tax Revenue Distributions

Application for Funding

Project #1

| | |
|--------------------------------------|---|
| Agency Name: | Billing Special Road District |
| Project Name: | Bridge on Terrill Rd just west of Kenape Rd |
| 2016 Project Funding Request: | 100,000.00 for final phase of project |
| Total Project Cost: | Est. Estimate 320,000.00 |
| Estimated Start Date (Construction): | Spring 2016 |

Project #2 (Do not fill out table below if only submitting one project)

| | |
|--------------------------------------|--|
| Agency Name: | |
| Project Name: | |
| 2016 Project Funding Request: | |
| Total Project Cost: | |
| Estimated Start Date (Construction): | |

Project Descriptions (attach location map for each project):
 Remove Relocate Reinstall multi opening Box Culvert
 this is continuation to last years project
 location on Terrill Creek Rd just west of
 Kenape Intersection

Applicant may also submit the following items, as available, to assist in the evaluation process:

- Project Cost Estimates/Quotes
- Design Drawings
- Project Quantities
- Roadway and Intersection Names
 - For Area-Wide Paving Projects
- Pictures
- Typical Sections
- Additional Information Applicable to Project

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)

Billings Special Road District
ATTN: Mr. Danny Garbee
P.O. Box 328
Billings, MO 65610

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

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

By: [Signature]
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: [Signature]
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

By: [Signature]
Bill Barnett, Western Commissioner
Dated 5-16-16

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

COUNTY CLERK:

By: [Signature]
Kay Brown

APPROVED AS TO FORM:

By: [Signature]
John W. Housley, County Counselor

BILLINGS SPECIAL ROAD DISTRICT

By: [Signature]
David Mooneyham, Chairman of the
Board of Directors

Address:
306 NE MAIN ST / PO Box 328
Billings, MO 65610

ATTEST:

[Signature]
Danny Garbee, Secretary

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 22nd day of March, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form of government, acting by and through its County Commission (hereinafter referred to as "Commission") and the CITY OF HIGHLANDVILLE, a municipal corporation (hereinafter referred to as "City"), for the purpose of the improvement and maintenance of Christian County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and the City to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project basis ("hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the City applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and submitted its recommendations for funding said projects and the Commission has approved the City's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the City's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the City and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to SIXTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY AND 00/100 DOLLARS (\$67,760.00), no more and no less, as the funding amount for the City's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the City in the amount of the funding amount authorized by the Commission within thirty (30) days of the parties' execution of this agreement.

- B. The City will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The City shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
- C. In the event, the City is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the City, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the City, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the City pursuant to this agreement may be comingled by the City with other similar monies deposited from other sources. The City agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the City's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the City to the County Auditor, at no charge, on an annual basis during the period of this agreement. The City shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the City have been spent only for lawful purposes of the City as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the City, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the City shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
4. **General Independent Contractor Clause.** The Commission and the City who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the City.
5. **Indemnity.**
- A. To the extent allowed or imposed by law, the City shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this agreement.
- B. The City will require any contractor procured by the City to perform work under this agreement to carry commercial general liability insurance and commercial

automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the City and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**

- A. The City agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: countycommission@christiancountymo.org

City of Highlandville
 ATTN: Mr. Clint Ellingsworth, Mayor
 P.O. Box 157
 216 Kentling Ave
 Highlandville, MO 65669

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

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

CITY OF HIGHLANDVILLE

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Clint Ellingworth
Clint Ellingworth, Chairman of the
Board of Directors

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

Address:
216 KENTLING P.O. Box 157
Highlandville MO 65669

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated 5-16-16

ATTEST:
Cindy Housley
Cindy Housley, City Clerk

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

COUNTY CLERK:

By: Kay Brown
Kay Brown

APPROVED AS TO FORM:

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

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 22nd day of March, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form of government, acting by and through its County Commission (hereinafter referred to as "Commission") and the CITY OF SPARTA, a municipal corporation (hereinafter referred to as "City"), for the purpose of the improvement and maintenance of Christian County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and the City to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project basis ("hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the City applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and submitted its recommendations for funding said projects and the Commission has approved the City's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the City's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the City and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to THIRTY THOUSAND DOLLARS AND 00/100 DOLLARS (\$30,000.00), no more and no less, as the funding amount for the City's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the City in the amount of the funding amount authorized by the Commission within thirty (30) days of the parties' execution of this agreement.

- B. The City will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The City shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
- C. In the event, the City is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the City, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the City, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the City pursuant to this agreement may be comingled by the City with other similar monies deposited from other sources. The City agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the City's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the City to the County Auditor, at no charge, on an annual basis during the period of this agreement. The City shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the City have been spent only for lawful purposes of the City as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the City, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the City shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
4. **General Independent Contractor Clause.** The Commission and the City who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the City.
5. **Indemnity.**
- A. To the extent allowed or imposed by law, the City shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this agreement.
- B. The City will require any contractor procured by the City to perform work under this agreement to carry commercial general liability insurance and commercial

automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the City and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**

- A. The City agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: countycommission@christiancountymo.org

City of Sparta
 ATTN: Mr. Mike Younker, Mayor
 P.O. Box 246
 131 North Ave
 Sparta, MO 65753

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

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

CITY OF SPARTA

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Mike E. [Signature]
Chairman of the
Board of Directors

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

Address:
131 North Ave PO Box 246
Sparta, MO 65753-0246

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated 5-16-16

ATTEST:

Sharon D. Miko
City of Sparta City Clerk

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

COUNTY CLERK:

By: Kay Brown
Kay Brown

APPROVED AS TO FORM:

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

CITY OF SPARTA, MISSOURI

BILL NO. 16-002

ORDINANCE NO. 530

AN ORDINANCE BY THE BOARD OF ALDERMEN OF THE CITY OF SPARTA, MISSOURI TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE OAK STREET AND ELM STREET WIDENING PROJECT WITH CHRISTIAN COUNTY, MISSOURI

WHEREAS, The City of Sparta has previous made application with Christian County, Missouri, for distribution of a portion of its general revenue sales tax proceeds for a certain street project suggested by the City; and

WHEREAS, The County has proposed to distribute Thirty Thousand and 00/100 Dollars (\$30,000.00) for a certain project outlined in an Intergovernmental Cost Share Agreement attached hereto, marked "Exhibit 1" and incorporated herein by reference as if fully set out herein; and

WHEREAS, The Board of Aldermen, having reviewed the Intergovernmental Agreement finds that it is in the best interest and welfare of the Citizens of Sparta to approve the Agreement and authorizes the Mayor to execute the Agreement on behalf of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SPARTA, MISSOURI, AS FOLLOWS:

SECTION 1: The Mayor of the City of Sparta is hereby authorized to execute on behalf of the City an Intergovernmental Cost Share Agreement with Christian County, Missouri, and attached hereto, marked "Exhibit 1" and incorporated herein by reference.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval.

READ two times, PASSED by the Board of Aldermen and APPROVED by the Mayor of the City of Sparta, Missouri, this 22ND day of March 2016, at a regular meeting.

| | <u>AYE</u> | <u>NAY</u> | <u>ABSENT</u> |
|---------------------------|------------|------------|---------------|
| Alderman Jason Stephens | <u>X</u> | --- | --- |
| Alderman Jarrett Ray Iorg | <u>X</u> | --- | --- |
| Alderman Stephen Otten | --- | --- | <u>X</u> |
| Alderman Joseph Valade | <u>X</u> | --- | --- |

CITY OF SPARTA, MISSOURI

Mike E. Younker
Mike Younker, Mayor

ATTEST:

Sharon D. Mickey
Sharon D. Mickey, City Clerk

BILL NO: 16-002
ORDINANCE NUMBER: 530
DATE APPROVED: 03-22-2016

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 16th day of MAY, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form of government, acting by and through its County Commission (hereinafter referred to as "Commission") and the CITY OF CLEVER, a municipal corporation (hereinafter referred to as "City"), for the purpose of the improvement and maintenance of Christian County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and the City to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project basis ("hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the City applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and submitted its recommendations for funding said projects and the Commission has approved the City's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the City's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the City and the Commission agree as follows:

- A. The Commission will contribute an amount equal to SIXTY-EIGHT THOUSAND FIVE HUNDRED TWENTY THREE AND 57/100 DOLLARS (\$68,523.57), no more and no less, as the funding amount for the City's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the City in the amount of the funding amount authorized by the Commission within thirty (30) days of the parties' execution of this agreement, for the first quarterly payment, and equal payments each subsequent quarter.

JRK
3-29-16

JRK
3-29-16

- B. The City will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The City shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
- C. In the event, the City is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the City, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the City, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the City pursuant to this agreement may be comingled by the City with other similar monies deposited from other sources. The City agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the City's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the City to the County Auditor, at no charge, on an annual basis during the period of this agreement. The City shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the City have been spent only for lawful purposes of the City as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the City, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the City shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
4. **General Independent Contractor Clause.** The Commission and the City who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the City.
5. **Indemnity.**
- A. To the extent allowed or imposed by law, the City shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this agreement.
- B. The City will require any contractor procured by the City to perform work under this agreement to carry commercial general liability insurance and commercial

JRK
3-29-16

automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the City and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**

- A. The City agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: countycommission@christiancountymo.org

City of Clever
 ATTN: Mr. Jarred King, Mayor
 P.O. Box 52
 Clever, MO 65631

JRK
 3-29-16

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

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

CITY OF CLEVER

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Saredd R King
Saredd R King, Chairman of the
Board of Directors - Mayor

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

Address:
PO BOX 52
Clever, MO 65631

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated 5-16-16

ATTEST:
Kathy Keithley
Kathy Keithley, City Clerk

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

COUNTY CLERK:

By: Kay Brown
Kay Brown

APPROVED AS TO FORM:

By: John W Housley
John W Housley, County Counselor

JRK
3-29-16

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 2nd day of May, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form of government, acting by and through its County Commission (hereinafter referred to as "Commission") and the CITY OF OZARK, a municipal corporation (hereinafter referred to as "City"), for the purpose of the improvement and maintenance of Christian County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and the City to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project basis ("hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the City applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and submitted its recommendations for funding said projects and the Commission has approved the City's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the City's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the City and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to ONE HUNDRED FORTY SEVEN THOUSAND, FOUR HUNDRED TWENTY-THREE and 00/100 DOLLARS (\$147,423.00), no more and no less, as the funding amount for the City's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the City in the amount of the funding amount authorized by the Commission within thirty (30) days of the parties' execution of this agreement.

- B. The City will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The City shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
- C. In the event, the City is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the City, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the City, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the City pursuant to this agreement may be comingled by the City with other similar monies deposited from other sources. The City agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the City's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the City to the County Auditor, at no charge, on an annual basis during the period of this agreement. The City shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the City have been spent only for lawful purposes of the City as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the City, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the City shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
4. **General Independent Contractor Clause.** The Commission and the City who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the City.
5. **Indemnity.**
- A. To the extent allowed or imposed by law, the City shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this agreement.

- B. The City will require any contractor procured by the City to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the City and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.
- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.
6. **Miscellaneous.**
- A. The City agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: countycommission@christiancountymo.org

City of Ozark
 ATTN: Mr. Larry Martin
 205 N 1st Street
 P.O. Box 295
 Ozark, MO 65721

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

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

CITY OF OZARK

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Paul Gaudin
~~Board of Directors~~, Chairman of the
Mayor

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

Address:
205 N. 1st Street
Ozark, MO 65721

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated _____

ATTEST:
Chandra Holze
City Clerk

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

COUNTY CLERK:

By: Kay Brown
Kay Brown

APPROVED AS TO FORM:

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

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 21 day of March, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the STONESHIRE SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and Special Road District to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities and special road districts in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project (hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the Special Road District applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and special road districts and submitted its recommendations for funding said projects and the Commission has approved the Special Road District's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to SIX THOUSAND TWO HUNDRED NINETY-NINE and 00/100 DOLLARS (\$6,299.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the Special Road District in the amount of the funding amount

- authorized by the Commission within thirty (30) days of the parties' execution of this agreement.
- B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
 - C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
 4. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
 5. **Indemnity.**
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to

real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.

- B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.
- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**

- A. The Special Road District agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: christiancountycommission@christiancountymo.org

Stoneshire Special Road District
ATTN: Mr. Gerald Bellovary
1068 Shire Circle
Highlandville, MO 65669

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

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

STONESHIRE SPECIAL ROAD DISTRICT

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Gary L. Smith
Gary L. Smith, Chairman of the
Board of Directors

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 5/16/16

Address:
1068 Shire Circle
Highlandville MO 65669

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated 5-16-16

ATTEST: ALL Mail to Rd Dist
1068 Shire Circle Highlandville
65669
Gerald J. Bellovary
Gerald J. Bellovary, Secretary

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

COUNTY CLERK:
By: Kay Brown
Kay Brown

APPROVED AS TO FORM:
By: John W. Housley
John W. Housley, County Counselor

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)

JAN 15 2016

EXHIBIT A

Christian County Sales Tax Revenue Distributions

Application for Funding

Project #1

| | |
|--------------------------------------|-------------------------------|
| Agency Name: | |
| Project Name: | STONESHIRE SPCL ROAD DISTRICT |
| 2016 Project Funding Request: | CRACK SEAL 2016 |
| Total Project Cost: | \$6,299. |
| Estimated Start Date (Construction): | \$12,598. FALL 2016 |

Project #2 (Do not fill out table below if only submitting one project)

| | |
|--------------------------------------|--|
| Agency Name: | |
| Project Name: | |
| 2016 Project Funding Request: | |
| Total Project Cost: | |
| Estimated Start Date (Construction): | |

~~NONE AT THIS TIME~~

Project Descriptions (attach location map for each project):

We have 5.3 miles of paved roads in Stoneshire – all of which need constant maintenance. Our roads were black topped early to mid 1980's. Last time we did major crack sealing was 2012. We have resealed roads every 3 to 4 years. Last time was Oct 2013. It is time to seal the cracks again in 2016. The average of lineal feet of cracks that we have sealed has been between 18,000 – 25,000. The recent estimate came in at \$12,598 for this year at a cost of \$.50 per lineal foot.

Thank you for your help with our roads in Stoneshire.

Applicant may also submit the following items, as available, to assist in the evaluation process:

- Project Cost Estimates/Quotes
- Design Drawings
- Project Quantities
- Roadway and Intersection Names
 - For Area-Wide Paving Projects
- Pictures
- Typical Sections
- Additional Information Applicable to Project

Page 1 of 1

Gerald J. Bellowary
 Secretary
 Stoneshire Special Rd Dist

My Cell 417 234-0756
 1-15-2016

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 11th day of MAY, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form of government, acting by and through its County Commission (hereinafter referred to as "Commission") and the CITY OF FREMONT HILLS, a municipal corporation (hereinafter referred to as "City"), for the purpose of the improvement and maintenance of Christian County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and the City to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project basis ("hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the City applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and submitted its recommendations for funding said projects and the Commission has approved the City's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the City's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the City and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to ONE HUNDRED THIRTY-THREE, FIVE HUNDRED SEVENTY-FOUR AND 40/100 DOLLARS (\$133,574.40), no more and no less, as the funding amount for the City's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the City in the amount of the funding amount authorized by the Commission within thirty (30) days of the parties' execution of this agreement.

- B. The City will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The City shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
- C. In the event, the City is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the City, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the City, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the City pursuant to this agreement may be comingled by the City with other similar monies deposited from other sources. The City agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the City's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the City to the County Auditor, at no charge, on an annual basis during the period of this agreement. The City shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the City have been spent only for lawful purposes of the City as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the City, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the City shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
4. **General Independent Contractor Clause.** The Commission and the City who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the City.
5. **Indemnity.**
- A. To the extent allowed or imposed by law, the City shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this agreement.
- B. The City will require any contractor procured by the City to perform work under this agreement to carry commercial general liability insurance and commercial

automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the City and their respective employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

- C. In no event shall the language of this agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

6. **Miscellaneous.**

- A. The City agrees to pass such orders, ordinances or motions as may be necessary to implement the terms and conditions of this IGA.
- B. This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof.
- C. This Agreement may only be modified by a written instrument executed by the parties hereto.
- D. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

7. **Notices.** All notices, demands, and approvals required under this agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

Christian County Commission
 ATTENTION: Ray Weter, Presiding Commissioner
 Christian County Commission
 100 W. Church Street, Room 100
 Ozark, MO 65721
 Telephone: (417) 581-2112
 Facsimile: (417) 581-8331
 Email: countycommission@christiancountymo.org

City of Fremont Hills
 8406 Interlochen Drive
 Nixa, MO 65714-8768

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

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

CITY OF FREMONT HILLS

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Luke Davis
Chairman of the Board of Directors - Mayor

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

Address:
8406 Interlocken Dr,
Nixa, MO 65714

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated _____

ATTEST:

Jeanette Purcell
Jeanette Purcell, City Clerk

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

COUNTY CLERK:

By: Kay Brown
Kay Brown

APPROVED AS TO FORM:

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

**INTERGOVERNMENTAL
COST SHARE AGREEMENT**

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 14 day of April, 2016, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the SELMORE SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

WHEREAS, Article VI, Section 16, of the Missouri Constitution and the Missouri Revised Statutes, Section 70.220, authorize any municipality, special road district, or county to contract and cooperate with other political subdivisions of this state for the planning, development, construction, acquisition or operation of any public improvement or facility or common service, and this IGA represents an opportunity for the Commission and Special Road District to work cooperatively for the common good of improving the network of roads in Christian County to facilitate economic activity, public safety, emergency response and the quality of life of their citizens; and

WHEREAS, it would be to the benefit of certain municipalities and special road districts in Christian County for the Commission to distribute a portion of Christian County's general revenue sales tax and the countywide sales tax earmarked for road and bridge improvements to provide funding on a project (hereinafter "the Commission's Cost Share Program"); and

WHEREAS, the Special Road District applied to the County's Highway Administrator for participation in the Commission's Cost Share Program; and

WHEREAS, the Highway Administrator has reviewed the applications for funding of road construction and maintenance projects of certain municipalities and special road districts and submitted its recommendations for funding said projects and the Commission has approved the Special Road District's application for participation in the Commission's Cost Share Program subject to the terms and conditions of this agreement.

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's road improvement project which is described on the attachment marked **Exhibit "A"** incorporated herein by reference.
2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to SEVENTY-FOUR THOUSAND TWO HUNDRED FIFTY and 00/100 DOLLARS (\$74,250.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on **Exhibit "A"** attached hereto. The Commission shall remit a check payable to the Special Road District in the amount of the funding

amount authorized by the Commission within thirty (30) days of the parties' execution of this agreement.

- B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
- C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.
3. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
4. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
5. **Indemnity.**
- A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to

EXHIBIT A

Christian County Sales Tax Revenue Distributions

Application for Funding

Project #1

| | |
|--------------------------------------|---------------------------------|
| Agency Name: | Selmore Special Road District |
| Project Name: | Combined Chip and Seal Projects |
| 2016 Project Funding Request: | \$82,500.00 |
| Total Project Cost: | \$110,000.00 |
| Estimated Start Date (Construction): | 06/15/2016 |

Project #2 (Do not fill out table below if only submitting one project)

| | |
|--------------------------------------|--|
| Agency Name: | |
| Project Name: | |
| 2016 Project Funding Request: | |
| Total Project Cost: | |
| Estimated Start Date (Construction): | |

Project Descriptions (attach location map for each project):

1. Chip and Seal Combined Project. Chip and seal approximately 5 miles of roads within the district, consisting of 9 different sections. The Road District has a total budget of approximately \$65,000 and we are requesting a 75/25 split on the combined chip and seal projects, making the District's portion \$27,500.00. Due to the reduction in available funds with the loss of sales tax revenues, the district cannot keep up with the chip and seal needs as well as provide the routine safety maintenance.

Applicant may also submit the following items, as available, to assist in the evaluation process:

- Project Cost Estimates/Quotes
- Design Drawings
- Project Quantities
- Roadway and Intersection Names
 - For Area-Wide Paving Projects
- Pictures
- Typical Sections
- Additional Information Applicable to Project

Selmore Special Road District
ATTN: Mr. Jack Brazeale
1480 Crabapple Rd
Ozark, MO 65721

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

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

By: Ray Weter
Ray Weter, Presiding Commissioner
Dated 05/16/16

By: Sue Ann Childers
Sue Ann Childers, Eastern Commissioner
Dated 05/16/16

By: Bill Barnett
Bill Barnett, Western Commissioner
Dated 5-16-16

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

COUNTY CLERK:

By: Kay Brown
Kay Brown

APPROVED AS TO FORM:

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

SELMORE SPECIAL ROAD DISTRICT

By: Jack Brazeale
Chairman of the
Board of Directors

Address:
1480 CRABAPPLE RD
OZARK, MO 65721

ATTEST:

Rick Davis
Secretary

Attachment: IGA Sales Tax Contracts (2955 : Sales Tax-IGA)