



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5349)

Meeting: 06/21/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5349

Meeting Attachments

ATTACHMENTS:

- 062122 Letter for Allyson Tuckness (PDF)
- 062122 Reappointment Letter A. Tuckness (PDF)
- 062122 Letter for Kristal Hicks & Stephanie Sekscinski (PDF)
- 062122 Appointment for Stephanie Sekscinski (PDF)
- 062122 IGA Cost Share - Selmore Special Road District (PDF)
- 062122 IGA Cost Share - South Sparta Special Road District (PDF)
- 062122 IGA Cost Share - Billings Special Road District (PDF)
- 062122 IGA Cost Share - Ozark Special Road District (PDF)
- 062122 IGA Cost Share - Stoneshire Special Road District (PDF)
- 062122 Sales Tax Distribution Spreadsheet FY2022 (PDF)
- 062122 Historic River District - Piano on Wheels (POW) (PDF)



208 McCroskey St. Nixa, MO 65714

May 26, 2022

Dear Commissioners,

The term for Trustee Allyson Tuckness will expire on June 30, 2022. Trustee Tuckness represents the Nixa portion of Christian County which includes the following areas: Nixa area: Union Chapel, Northview, Rosedale, and Garden Grove.

She would like to continue on the Board of Trustees for the Christian County Library. Her new term would expire on June 30, 2026. Please accept this letter as a request to renew Trustee Tuckness for another term. Below is contact information for Tuckness.

atuckness@christiancountylibrary.org

[REDACTED]

Thank you!

Sincerely,

Renee Brumett
Executive Director
Christian County Library



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

21 JUNE 2022

Allyson Tuckness



atuckness@christiancountylibrary.org

Dear Ms. Tuckness,

The Christian County Commission voted today to affirm your reappointment to the Christian County Library Board of Trustees. You will represent the townships of Union Chapel, Northview, Rosedale and Garden Grove. Your reappointment shall expire on the 30th day of June, 2026.

We thank you for your willingness to continue serving on the Christian County Library Board of Trustees and we greatly appreciate you making Christian County a better place.

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner



208 McCroskey St. Nixa, MO 65714

May 26, 2022

Dear Commissioners,

Trustee Kristal Hicks resigned from her position as the representative for the western portion of the county. This portion includes the following areas: Clever area: West Polk, East Polk, and Lincoln. The Board of Trustees met with 2 interested individuals at meetings held at the Nixa Community Branch on May 24, 2022.

The Board of Trustees would like to nominate Stephanie Sekscinski as the West County representative for the Christian County Library Board of Trustees. Sekscinski will be completing the term begun by Hicks which ends June 30, 2024. Below is contact information for Sekscinski.

Stephanie Sekscinski



stephanie.sekscinski@gmail.com



Thank you!

Sincerely,

Renee Brumett
Executive Director
Christian County Library



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

21 JUNE 2022

Stephanie Sekscinski



stephanie.sekscinski@gmail.com

Dear Ms. Sekscinski,

The Christian County Commission voted today to affirm your appointment to the Christian County Library Board of Trustees. You will replace Kristal Hicks and represent the townships of West Polk, East Polk and Lincoln. Your appointment shall expire on the 30th day of June, 2024.

We thank you for your willingness to serve on the Christian County Library Board of Trustees and we greatly appreciate you making Christian County a better place.

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 21st day of JUNE, 2022, 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, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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 public 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 THOUSAND TWO HUNDRED SIXTY-EIGHT and 00/100 DOLLARS (\$70,268.00), 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.
- 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 public 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. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. 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.
5. 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.
6. 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.

7. 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.

8. 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: Ralph Phillips, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymmo.org

Selmore Special Road District
ATTN: Mr. Keith Robinette
P.O. Box 2024
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: [Signature]
Ralph Phillips, Presiding Commissioner
Dated: 6/21/2022

By: [Signature]
Lynn Morris, Eastern Commissioner
Dated: 6/21/2022

By: [Signature]
Hosea Billyeu, Western Commissioner
Dated: 6-21-2022

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

SELMORE SPECIAL ROAD DISTRICT

By: [Signature]
Chairman of the Board of Directors
Dated: March 15, 2022

Address:
PO Box 2024
OZARK, MO 65721

ATTEST:

[Signature]
Secretary



CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM
FY 2022
APPLICATION FOR FUNDING

AGENCY INFORMATION

Exhibit A

AGENCY Selmore Special Road District

MAILING ADDRESS PO Box 2024

EMAIL ADDRESS krobinette48@gmail.com

CONTACT NAME Keith Robinette

CONTACT PHONE [REDACTED]

PROJECT INFORMATION

PROJECT NAME 2022 Road Improvements

PROJECT DESCRIPTION (ATTACH
ADDITIONAL PAGES, IF
NECESSARY) Hot mix overlays:

Jackson Spring - 1 mile @ 1" overlay

Selmore Road - Phase 3.5 mile @ 2" overlay

TOTAL PROJECT COST \$ 78,075

TOTAL FUNDING REQUESTED
FROM PROGRAM \$ 70,288 (MAX, \$100,000.00)

PERCENT OF TOTAL COST 90% %

ESTIMATED START DATE 08/01/2022

DURATION 1 week

APPLICANT CHECKLIST

- ☒ COST ESTIMATE
- ☐ DESIGN DRAWINGS
- ☐ QUANTITIES
- ☒ MAPS
- ☐ PHOTOS
- ☐ TYPICAL SECTION(S)

☐ OTHER: _____

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

HPI NEEDED: Y/N INITIALS: _____

Selmore Special Road District
Cost Sharing Project - 2022

Selmore Road

| | |
|----------|------------------|
| Distance | 0.50 |
| Lentth | 2,640.00 |
| Width | 24.00 |
| Sq Ft | 63,360.00 |
| Sq Yds | 7,040.00 |
| Depth | 2.00 |
| | <u>14,080.00</u> |
| Factor | 0.056 |
| Tonnage | <u>788.48</u> |

Cost Per Ton

| | |
|--------------|-----------|
| <u>49.51</u> | |
| 39,037.64 | 39,037.64 |

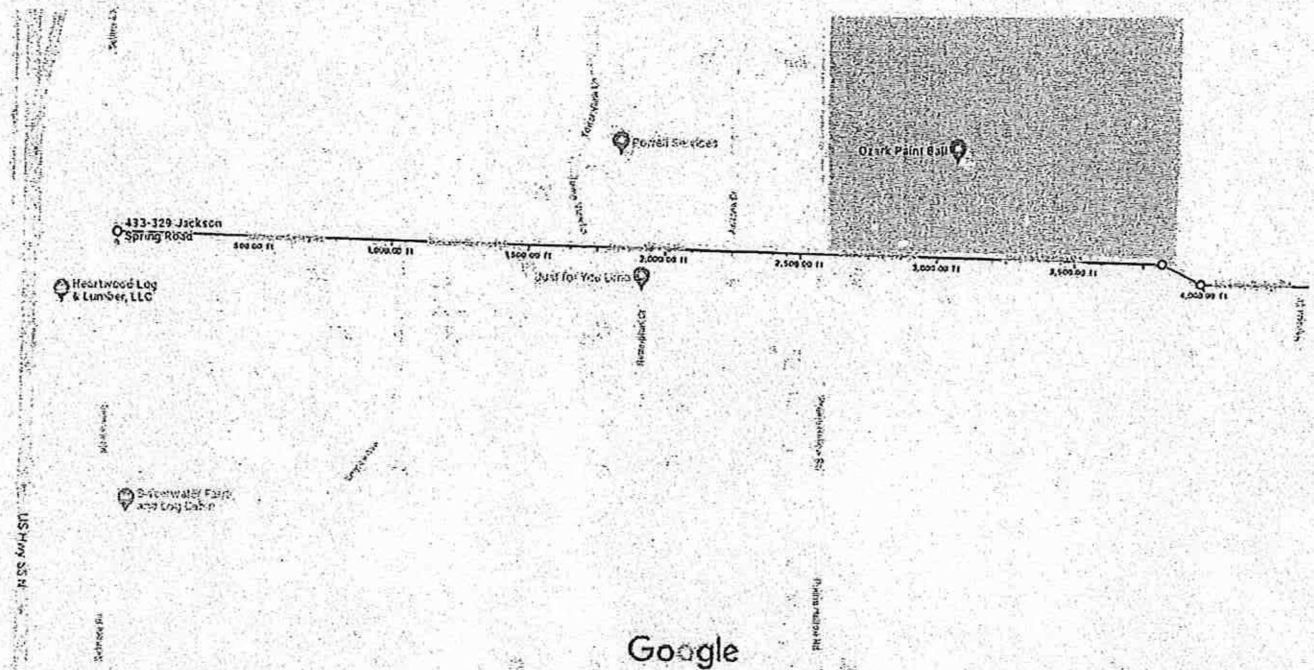
Jackson Spring

| | |
|----------|------------------|
| Distance | 1.00 |
| Lentth | 5,280.00 |
| Width | 24.00 |
| Sq Ft | 126,720.00 |
| Sq Yds | 14,080.00 |
| Depth | 1.00 |
| | <u>14,080.00</u> |
| Factor | 0.0560 |
| Tonnage | <u>788.48</u> |

Cost Per Ton

| | |
|--------------|-------------------------|
| <u>49.51</u> | |
| 39,037.64 | 39,037.64 |
| | <u><u>78,075.29</u></u> |

Google Maps Jackson Spring Selmore to Prairie Ridge



Measure distance
Total distance: 4,806.50 ft (1.47 km)

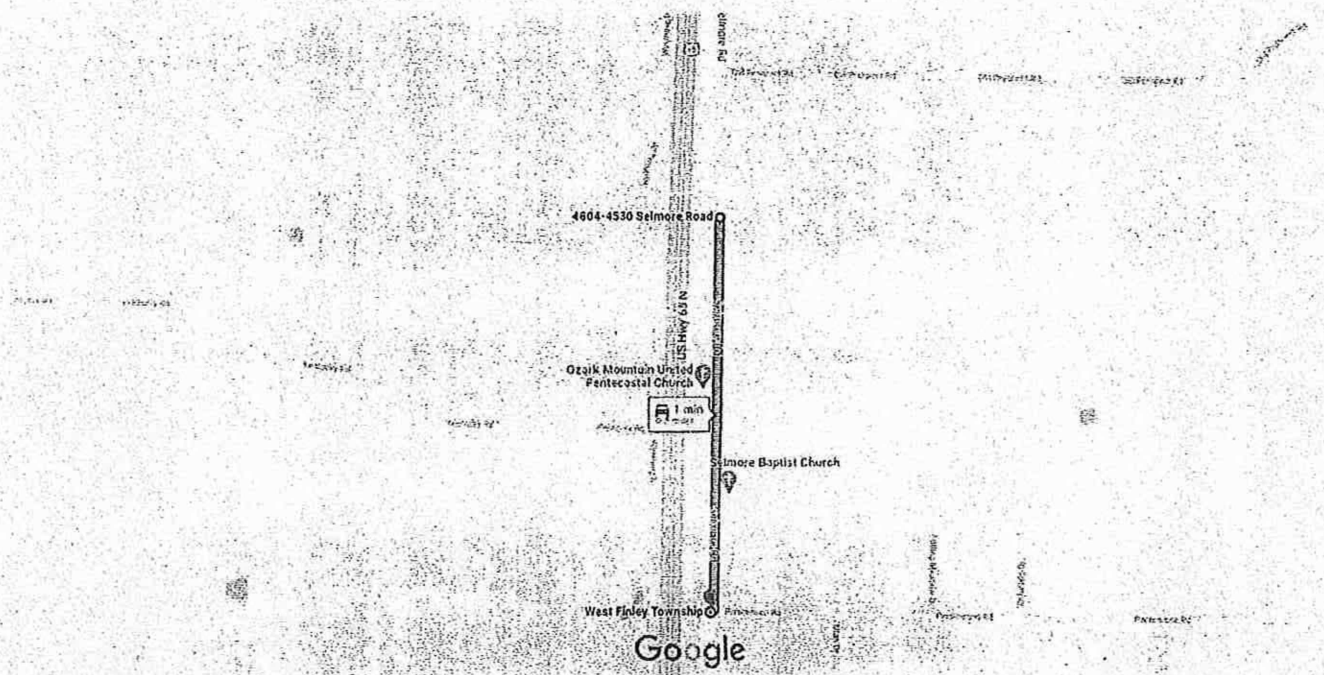
12/10/21, 2:04 PM

4804-4530 Selmore Rd, Ozark, MO 65721 to West Finley Township, Missouri - Google Maps

Google Maps

4804-4530 Selmore Rd, Ozark, MO 65721 to West Finley Township, Missouri Drive 0.5 mile, 1 min

Selmore Road - Persimmon north to MoDOT crossover



Map data ©2021 500 ft



via Selmore Rd

1 min

Fastest route, the usual traffic

0.5 mile

Explore West Finley Township

Restaurants Hotels Gas stations Parking Lots More

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 21st day of JUNE, 2022, 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 SOUTH SPARTA 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, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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 public 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 TWENTY-FIVE THOUSAND and 00/100 DOLLARS (\$25,000.00), 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.
 - 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 public 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. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. 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.
5. 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.
6. 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.

7. 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.

- 8. 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: Ralph Phillips, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymmo.org

South Sparta Special Road District
ATTN: Mr. Phil Short
816 Stoneridge Rd
Sparta, MO 65753

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the South Sparta 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]
Ralph Phillips, Presiding Commissioner
Dated: 6/24/2022

By: [Signature]
Lynn Morris, Eastern Commissioner
Dated: 6/24/22

By: [Signature]
Hosea Bilyeu, Western Commissioner
Dated: 6-21-2022

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

SOUTH SPARTA SPECIAL ROAD DISTRICT

By: [Signature]
Chairman of the Board of Directors
Dated: 03-25-22

Address:
451 Wood TRAIL
SPARTA, MO MO

ATTEST:

[Signature]
Secretary



CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM
FY 2022
APPLICATION FOR FUNDING

AGENCY INFORMATION

Exhibit A

AGENCY South Sparta Special
MAILING ADDRESS 816 Stoneridge Rd, Sparta, Mo. 65753
EMAIL ADDRESS pshort@ipa.net
CONTACT NAME Phil Short
CONTACT PHONE [REDACTED]

PROJECT INFORMATION

PROJECT NAME Turns Rd
PROJECT DESCRIPTION (ATTACH
ADDITIONAL PAGES, IF
NECESSARY) Need to recap with chip seal or asphalt
Other roads crack fill & seal some
TOTAL PROJECT COST \$ not sure
TOTAL FUNDING REQUESTED \$ 25,000 ⁰⁰ (MAX. \$100,000.00)
FROM PROGRAM
PERCENT OF TOTAL COST not sure %
ESTIMATED START DATE Spring or summer of 2022
DURATION ?

APPLICANT CHECKLIST

☒ COST ESTIMATE

☐ OTHER: _____

☐ DESIGN DRAWINGS

☐ QUANTITIES

☐ MAPS

☐ PHOTOS

☐ TYPICAL SECTION(S)

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

REF NEEDED: Y/N

INITIALS _____

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 24th day of JUNE, 2022, 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, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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 public road improvement

project which is described on the attachment marked Exhibit "A" incorporated herein by reference.

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 - A. The Commission will contribute an amount equal to ONE HUNDRED THOUSAND 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.
 - 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 public 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. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. 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.
5. 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.
6. 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.

7. 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.

- 8. 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: Ralph Phillips, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymmo.org

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]
Ralph Phillips, Presiding Commissioner
Dated: 6/21/2022

By: [Signature]
Lynn Morris, Eastern Commissioner
Dated: 6/21/22

By: [Signature]
Hosea Bilyeu, Western Commissioner
Dated: 6-21-2022

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]
Chairman of the Board of Directors
Dated: 3/18/22

Address:
P.O. Box 328 / 306 NE MAIN ST
Billings, MO 65610

ATTEST:

[Signature]
Secretary DANNY GARBE



CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2022

APPLICATION FOR FUNDING

Exhibit A

AGENCY INFORMATION

AGENCY Billing's Special Road District
MAILING ADDRESS P.O. Box 326, Billing's, Mo. 65716
EMAIL ADDRESS billingssplrdist@att.net
CONTACT NAME Davey Garber, Foreman
CONTACT PHONE office (417) 744 4485 [REDACTED] [REDACTED]

PROJECT INFORMATION

PROJECT NAME Billing's 2022 Asphalt Sealcoat projects
PROJECT DESCRIPTION (ATTACH 2.1 mi country road \$160,000 Greenview
ADDITIONAL PAGES, IF Blades Rd. approx 10 mi. Chip Seal projects in
NECESSARY North West Area of District \$155,000
TOTAL PROJECT COST \$315,000
TOTAL FUNDING REQUESTED \$100,000 (MAX \$100,000)
FROM PROGRAM 3.2
PERCENT OF TOTAL COST 3.2
ESTIMATED START DATE June 2022
DURATION Summer 2022

APPLICANT CHECKLIST

☐ COST ESTIMATE☐ OTHER☐ DESIGN DRAWINGS☐ QUANTITIES☐ MAPS☐ PHOTOS☐ TYPICAL SECTIONS

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED _____

APPLICATION COMPLETE

Y/N

RECEIVED

Y/N

INITIALS _____

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 12th day of April, 2022, 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 OZARK 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, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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 public 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 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.
- 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 public 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. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. 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.
5. 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.
6. 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.

7. 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.

- 8. 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: Ralph Phillips, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymmo.org

Ozark Special Road District
ATTN: Board of Commissioners
P.O. Box 688
Ozark, MO 65721

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Ozark 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]
Ralph Phillips, Presiding Commissioner
Dated: 6/21/2022

By: [Signature]
Lynn Morris, Eastern Commissioner
Dated: 6/21/22

By: [Signature]
Hosea Bilyeu, Western Commissioner
Dated: 6-21-2022

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

OZARK SPECIAL ROAD DISTRICT

By: [Signature]
Chairman of the Board of Directors
Dated: 4/12/2022

Address: PO Box 688
Ozark, MO Mo. 65721.

ATTEST:

[Signature]
Secretary



CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM
FY 2022
APPLICATION FOR FUNDING

AGENCY INFORMATION

Exhibit A

AGENCY Ozark Special Road District

MAILING ADDRESS 905 N Riverside Rd, Ozark, MO

EMAIL ADDRESS commissioners@osrdmo.gov

CONTACT NAME Chris Somers

CONTACT PHONE [REDACTED]

PROJECT INFORMATION

PROJECT NAME McCauley Road Bridge

PROJECT DESCRIPTION AND APPROACH The project will include replacement of existing two-cell concrete box culvert crossing and widening of crossing and approach roadways from existing 20' wide to 24' wide. The existing structure is in poor condition and cannot be repaired in a cost-effective manner, so it will need to be replaced. The replacement structure will be a 66' long clear span structure which will reduce maintenance costs and improve the hydraulic capacity of the crossing. Work will also include the placement of rock blanket to prevent erosion of the crossing.

TOTAL PROJECT COST \$368,186.00

TOTAL FUNDING REQUESTED

FROM PROGRAM \$100,000.00

FROM OTHER SOURCES \$268,186.00

PERCENT OF TOTAL COST 27.0 %

ESTIMATED START DATE July 2022

COMPLETION 90 days

APPLICANT CHECKLIST

☒ COST ESTIMATE

☐ OTHER

☐ DESIGN DRAWINGS

☐ QUANTITIES

☒ MAPS

☒ PHOTOS

☐ PRELIMINARY DESIGN

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: _____

AS NEEDED: _____

YES

NO

DATE

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 21st day of JUNE, 2022, 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, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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 public 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 THIRTY-SIX THOUSAND FIVE HUNDRED and 00/100 DOLLARS (\$36,500.00), 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.
 - 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 public 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. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. 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.
5. 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.
6. 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.

7. 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.

- 8. 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: Ralph Phillips, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymmo.org

Stoneshire Special Road District
ATTN: Mr. Brian Todd
702 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

By: [Signature]
Ralph Phillips, Presiding Commissioner
Dated: 6/21/2022

By: [Signature]
Lynn Morris, Eastern Commissioner
Dated: 6/21/22

By: [Signature]
Hosea Bilyeu, Western Commissioner
Dated: 6-21-2022

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

STONESHIRE SPECIAL ROAD DISTRICT

By: [Signature]
Chairman of the Board of Directors
Dated: 3/22/2022

Address:
702 SHIRE CIRCLE
HIGHLANDVILLE, MO 65669

ATTEST:

[Signature]
Secretary



Stoneshire Special Road District project for 2022 consists of the following:

- Stabilize bad subgrade areas on Tower Road and then wedge asphalt on top of existing asphalt surface in order to correct the existing cross slope of the road to 2%. Existing cross slopes are up to 4% and in some locations are sloping the wrong way. Tack oil will be applied prior to asphalt being placed. After all asphalt work has been completed, the edge differential will be corrected by placing dirt along the edge of the asphalt at a slope of 3:1. Where the new asphalt surface meets Stoneshire Road, it will be milled down to provide a smooth transition.
- Removal of 4' diameter tree on Tower Road, that is right up against the existing asphalt edge and is heaving the existing asphalt. Tree will be completely removed and disposed of as well as the stump will be ground down below the grade of the roadway. This tree is in very close proximity to a power line.
- Removal of 5' diameter tree on Stoneshire Road between Springview and Ridgedale. This tree is right up against the existing asphalt edge and is heaving the existing asphalt. Tree will be completely removed and disposed of as well as the stump will be ground down below the grade of the roadway. This tree is in very close proximity to a power line.
- Removal of 6' diameter tree on Stoneshire Road between Springview and Ridgedale. This tree is right up against the existing asphalt edge and is heaving the existing asphalt. Tree will be completely removed and disposed of as well as the stump will be ground down below the grade of the roadway.

ADVANCED PAVING INC

P.O. BOX 792

KIMBERLING CITY, MO 65686

Estimate

| Date | Estimate # |
|----------|------------|
| 1.7.2022 | 3603-P |

| Name / Address |
|---|
| JERRY BELLOVARY 1068 SHIRE CIRCLE HIGHLANDVILLE, MO 65669 |

| Terms | Rep | Project |
|----------------|-----|---------------------|
| Due on receipt | HJ | JOB STREETS OVER... |

| Item | Description | Total |
|-------------------|---|-------|
| Asphalt Paving | ON STREETS LISTED BELOW. STABILIZE BAD AREAS, TACK OIL, WEDGE, THEN LAY DOWN AND COMPACT 2" OF COMMERCIAL GRADE ASPHALT | |
| Asphalt Paving | STONESHIRE: ON 76,000 SQ FT, 928 TON OF ASPHALT (\$95,585.00) | |
| Asphalt Paving | RIDGEDALE: ON 36,000 SQ FT, 440 TON OF ASPHALT (\$45,320.00) | |
| Asphalt Paving | SPRINGVIEW: ON 56,000 SQ FT, 684 TON OF ASPHALT. THIS ALSO INCLUDES WIDENING OF CUL-DE-SAC (\$70,450.00) | |
| Asphalt Paving | TOWER ST: ON 22,000 SQ FT, 268 TON OF ASPHALT (\$27,600.00) | |
| Existing Subgrade | NOT RESPONSIBLE FOR EXISTING SUBGRADE OR WATER EROSION | |

THIS BID MAY BE WITHDRAWN AT ANY TIME DUE TO RISING OIL PRICES.
THANK YOU

Total

\$0.00

| Phone # | E-mail |
|----------------|--------------------------------|
| (417) 739-3600 | advancedpaving@centurylink.net |

Signature _____

TERMS AND NOTICE TO OWNER.

Payment in full upon completion is required. In the event of default, customer is liable for any expenses incurred in collection including, lien fees, legal fees, attorney fees, and collection agency fees. CONSENT OF OWNER: CONSENT IS HEREBY GIVEN FOR FILING OF MECHANIC'S LIENS BY ANY PERSON WHO SUPPLIES MATERIAL OR SERVICES FOR THE WORK DESCRIBED



A Cut Above Tree Service
591 Mark Twain Drive
Branson West, MO 65737
(417)973-2475
paulrose517@gmail.com

Proposal

Proposal submitted to

Name: Stoneshire Special Road District

Address: 702 Shire Circle

Highlandville, MO 65669

Phone: 417-207-7883

We hereby submit specifications and estimates for:

- #1- Removal, Grind 4' plus stump below grade, complete disposal and clean up, working around power line, on one tree on Tower Rd.
- #2- Removal, Grind 5' plus stump below grade, complete disposal and clean up, working around power line, on one tree on Stoneshire Rd. between Springview and Ridgedale, tree splits into 2 full size oaks.
- #3- Removal, Grind 6' plus stump below grade, complete disposal and clean up, working around power line, on one tree on Stoneshire Rd. Between Springview and Ridgedale, tree splits into 3 full size oaks.

We hereby propose to furnish material and labor, complete in accordance with the above specifications, for the sum of Eight thousand Nine hundred dollars (\$ 8,900.00),

with payment to be made as follows:

When job is completed

Any alteration from specifications involving extra costs will be executed upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control.

Note: This bid may be withdrawn if not accepted within 30 days.

Authorized signature: Paul Rose

Acceptance of bid and contract to complete job:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This accepted bid is hereby a contract to do work within 90 days. Payment will be made as outlined above. Any additional work will result in an increase in price.

Date of acceptance: _____

Signature: _____

Signature: _____

Thank you for your business!



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160

Cross
SLOPE
CORRECTION

TREE

Tower Rd

HH

Shipe Cir

Wardham Rd

Cotton St

Storrs Hill Dr

Scamview Dr

TREE

TREE

COSMIC WORKSHOP



Bud Spring



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Updates

CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2022

APPLICATION FOR FUNDING

Exhibit A

AGENCY INFORMATION

AGENCY STONE SHIRE SPECIAL ROAD DISTRICT
MAILING ADDRESS 702 SHIRE CIRCLE HIGHLANDVILLE, MO 65669
EMAIL ADDRESS BRIAN.TODD720@MAIL.COM
CONTACT NAME BRIAN TODD
CONTACT PHONE [REDACTED]

PROJECT INFORMATION

PROJECT NAME TOWER ROAD CROSS SLOPE CORRECTION / TREE REMOVAL
PROJECT DESCRIPTION (ATTACH
ADDITIONAL PAGES, IF
NECESSARY) SEE ATTACHED SHEET

TOTAL PROJECT COST \$ 36,500
TOTAL FUNDING REQUESTED
FROM PROGRAM \$ 36,500 (MAX \$100,000.00)
PERCENT OF TOTAL COST 100 %
ESTIMATED START DATE MAY, 2022
DURATION 60 DAYS

APPLICANT CHECKLIST

☒ COST ESTIMATE☐ OTHER☐ DESIGN DRAWINGS☐ QUANTITIES☒ MAPS☐ PHOTOS☐ TYPICAL SECTION(S)

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED _____

APPLICATION COMPLETE Y/N _____

RFI NEEDED Y/N _____

INITIALS _____

| ENTITY | PROJECT REQUEST | NOTES | TOTAL PROJECT COST | REQUESTED 2022 PROJECT COST PARTICIPATION | APPROVED 2022 | Q1 & Q2 DISTRIBUTION % | Q1 & Q2 DISTRIBUTION TOTAL | TOTAL % DISTRIBUTED |
|--|--------------------------|--|--------------------|---|---------------|------------------------|----------------------------|---------------------|
| SOUTH SPARTA SPECIAL | HMA OVERLAY, C/S | TWINS ROAD (OFF OF SHIPMAN RD), ANY LEFTOVER WILL BE PUT TOWARDS CHIP/SEAL | \$25,000.00 | \$25,000.00 | \$25,000.00 | 50% | \$12,500.00 | 50% |
| BILLINGS SPECIAL | HMA OVERLAY, C/S | 2.1 MILES HMA OVERLAY, GREISMEIER, BLADES. 10 MILES CHIP/SEAL IN NW QUADRANT OF DISTRICT | \$315,000.00 | \$100,000.00 | \$100,000.00 | 50% | \$50,000.00 | 50% |
| OZARK SPECIAL | MCCAULEY RD IMPROVEMENTS | REPLACE EXISTING 2-CELL BOX AND WIDEN ROAD. | \$358,185.00 | \$100,000.00 | \$100,000.00 | 50% | \$50,000.00 | 50% |
| STONESHIRE SPECIAL | TOWER RD IMPROVEMENTS | TOWER ROAD CROSS SLOPE CORRECTION & TREE REMOVAL | \$36,500.00 | \$36,500.00 | \$36,500.00 | 50% | \$18,250.00 | 50% |
| SELMORE SPECIAL | HMA OVERLAY | JASCKSON SPRING, 1 MILE (1" OVERLAY). SELMORE ROAD, 0.5 MILE (2" OVERLAY). | \$78,075.00 | \$70,268.00 | \$70,268.00 | 50% | \$35,134.00 | 50% |
| CAPITAL PROJECTS FUND 235 - MUNICIPAL COST SHARE | | | \$100,000.00 | \$100,000.00 | \$100,000.00 | 50.00% | \$50,000 | 50% |
| CAPITAL PROJECTS FUND 235 - PROJECT EXPENDITURES | | | \$400,000.00 | \$400,000.00 | \$400,000.00 | 50.00% | \$200,000 | 50% |

\$1,312,760.00 \$831,768.00 \$806,768.00 \$415,884.00

FUNDS AVAILABLE 221 \$815,351.03



"Music is a moral law. It gives a soul to the universe, wings to the mind, flight to the imagination, a charm to sadness, and life to everything."

- Plato



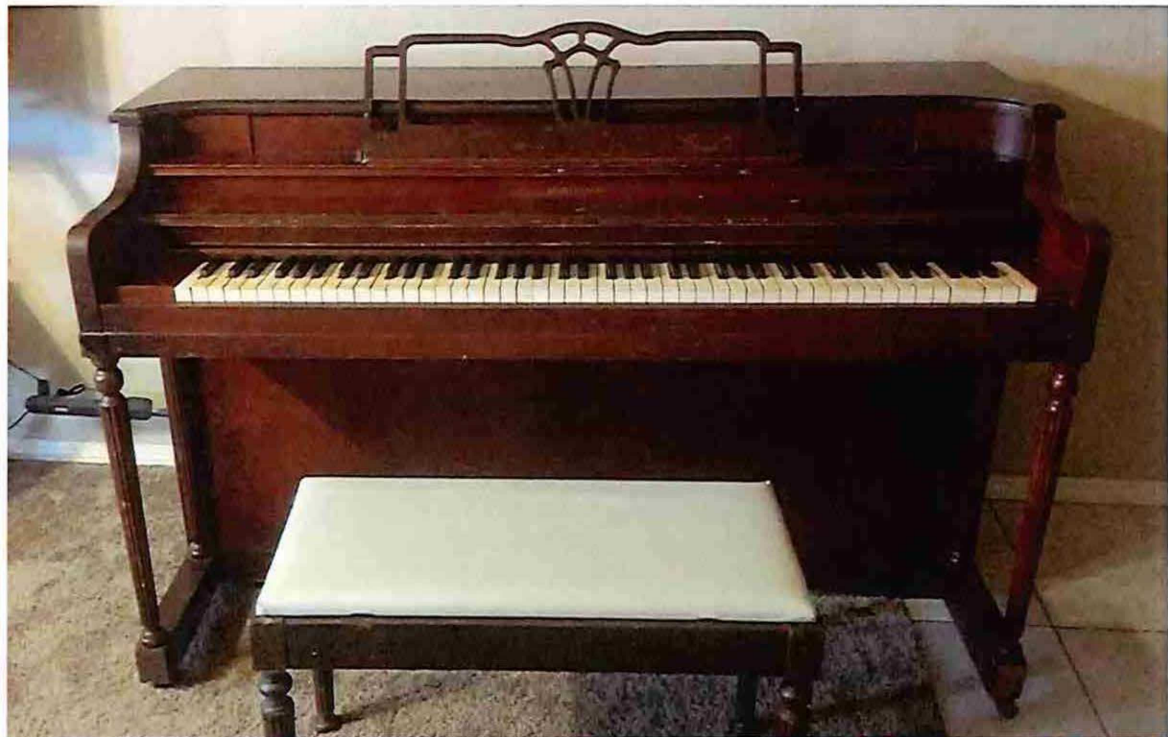
HISTORIC
RIVER
DISTRICT

O Z A R K , M O

Draw people to the square and be an
“instrument” of connection for
people!

Donated Piano!

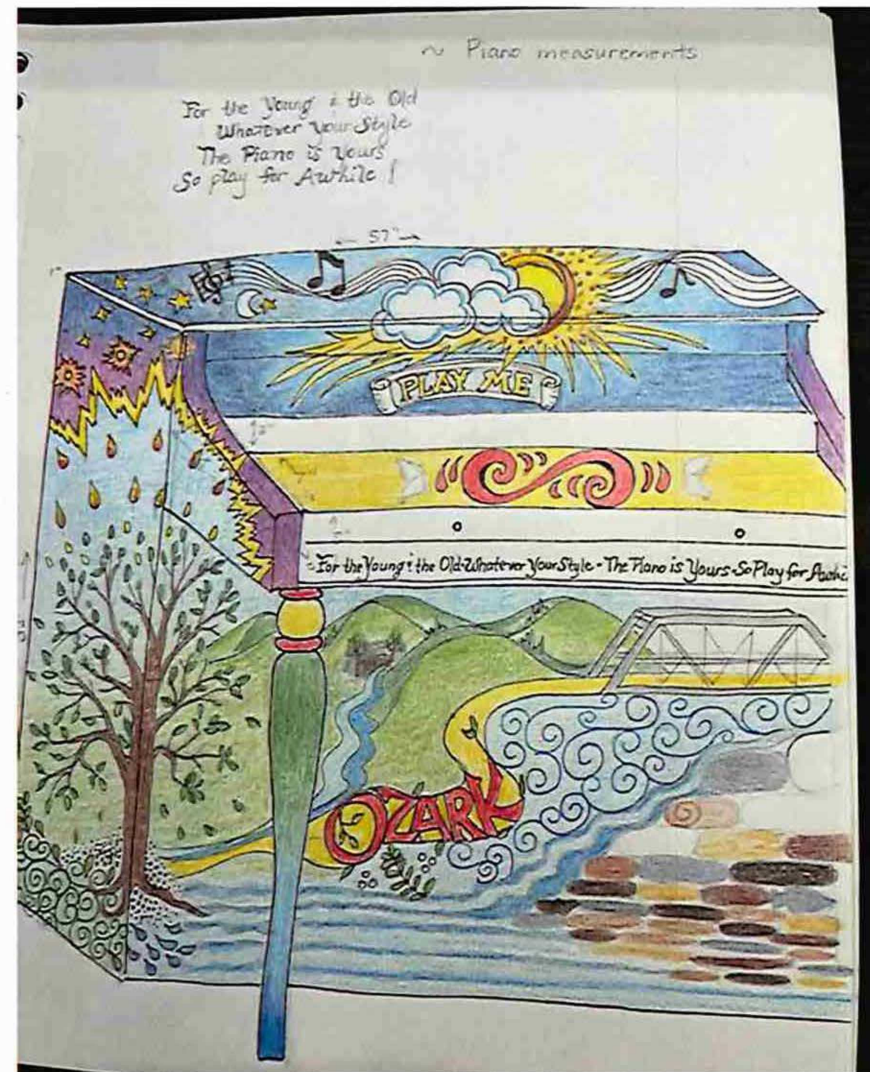
Thank you to Ozark
Citizen, Sabrina Raso
and her family for the
donation!



Story & Clark
1946

Ozarks very own native, Suzan Collins has created and will execute the POW! design on the piano!

Debby Spencer, also an Ozark citizen has created a GO FUND me page for the Community to chip in a few \$\$ to help with supplies and materials for this AWESOME Ozark Historic River District Design Committee Project!





Proposed "Temporary" POW! shelter until we can create and fund a different location.

Is it possible to replace the bench with POW!?!?



Post Office was notified about the vision was discussed and they were "A GO" with the idea!