



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5384)

Meeting: 10/11/22 09:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5384

Meeting Attachments

ATTACHMENTS:

- 101122 CERTIFIED COURT ORDER #10-2022-01 (PDF)
- 101122 County Clerk 2nd and 3rd Quarter Reports (PDF)
- 101122 IGA Hospitality Study (PDF)
- 101122 Right of First Refusal with Nixa Public Schools Agreement (PDF)

CERTIFIED COURT ORDER #10-11-2022-01

The Treasurer is hereby ordered to pay the following entities:

2022 #310 Sales Tax Road & Bridge Sales Tax
 R#: 5985
 October 7, 2022

RECEIVED
 OCT 11 / 2022 @ 10:16 A.M.
 COUNTY CLERK
 PB

October 2022 Term

| | | | | | |
|--------------------------|--|--------|------------|---------------|-----|
| Sales Tax #310 Received | | | 495,686.59 | | CKS |
| Common Road I | | 30.98% | 153,563.71 | 231-49290 | |
| Common Road II | | 30.39% | 150,639.15 | 232-49290 | |
| Common Road I | | | 17,708.33 | 231-49290 | |
| Common Road II | | | 17,250.00 | 232-49290 | |
| Budget Apportionment | | | | | |
| Common I Total | | | 171,272.04 | 221-800-59501 | |
| Common II Total | | | 167,889.15 | 221-800-59502 | |
| Amount To Remain in Pool | | | 156,525.40 | | |

Ralph Phillips 10-11-22
 Presiding Commissioner Ralph Phillips
Hosea Bilyeu 10-11-22
 Western Commissioner Hosea Bilyeu
Lynn Morris 10-11-22
 Eastern Commissioner Lynn Morris

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 11th day of October, 2022.

Kay Brown
 Kay Brown, Clerk of the County Commission



2022 YEAR –2nd QUARTER REPORT OF THE COUNTY CLERK

APRIL

- April 5, 2022 General Municipal Election held, 8,017 ballots cast representing 13.76%
- April 12th Certified the Municipal Election and presented quarterly report
- April 14th, Swore in Health Department Board
- April 19th, Swore in Ambulance Board
- April 19th, Polling Place Report
- April 20th Completed the Local Railroad and Utilities Book
- April 21, Completed and Submitted Form 40 to the State Tax Commission
- Address changes, new registrations, deletions, DOC, and all other voter card updates (see attached)
- Permanent records are being scanned to reduce the cost to digitize and microfilm to archive.
- Notaries, ATV Permits, Public Service Requests, and copies are provided for citizens
- Sunshine Law Requests prepared within the 72-hour deadline.
- Paula worked with Tyler and attended many webinars and phone calls to create the new time and attendance module.

MAY

- May 24th, August Primary Election Certification
- Prepared the assignment chart for the election, set up the election in MCVR, and other election duties
- May 31-June 2nd Urban Board Conference
- Address changes, new registrations, deletions, DOC, and all other voter card updates (see attached)
- Notaries, ATV Permits, Public Service Requests, and copies are provided for citizens
- Sunshine Law Requests prepared within the 72-hour deadline.
- Permanent records are being scanned to reduce the cost to digitize and microfilm to archive.
- Paula worked with Tyler and attended many webinars and phone calls to create the new time and attendance module.

JUNE

- June 27th first day of absentee voting for the August 2, 2022 Primary Election
- June 28th Prepared and submitted Annual Report of the County Clerk to the Missouri Department of Elementary and Secondary Education
- June 30th, unextended Assessment book letters prepared and mailed to all taxing districts
- Form 11 prepared from assessment book totals submitted to the State Tax Commission

- Address changes, new registrations, deletions, DOC, and all other voter card updates
- During this quarter there were 1,415 new registrations received of that number 1,363 were accepted and processed.
- Also, during this quarter 315 resident confirmations were mailed, and 460 resident confirmations were processed (see attached).
- Processing return mail from Canvass
- Notaries, ATV Permits, Public Service Requests, and copies are provided for citizens
- Sunshine Law Requests prepared within the 72-hour deadline.
- Paula worked with Tyler and attended many webinars and phone calls to create the new time and attendance module.

PAYROLL CLERK BIWEEKLY, MONTHLY AND QUARTERLY REPORTS PROCESSED

- Invoiced grant reimbursement for Emergency Management, Sheriff, Juvenile and Prosecutor's Office for 16 individuals were also processed monthly.
- Monthly and Quarterly reports for the Collector and Assessor for the State Tax Commission are being done.
- Minutes are prepared and posted to the web site and filed.
- Prepared and submitted on time all Quarterly Reports: 941, SUTA and LAGERS.

| TOTAL | | | April 2022 | | May 2022 | | June 2022 | |
|------------------------------|------------|--------------------|------------|-----------------|-----------|-----------------|-----------|------------------|
| | # | Total Amount | # | Amount | # | Amount | # | Amount |
| ATV \$ 15.00 EACH | 43 | \$ 645.00 | 21 | \$315.00 | 9 | \$135.00 | 13. | \$ 195.00 |
| Notary \$ 6.00 EACH | 68 | \$ 408.00 | 20 | \$120.00 | 26 | \$156.00 | 22 | \$ 132.00 |
| Auctioneer License | 3 | \$ 156.00 | 1 | \$ 52.00 | 0 | \$ 00.00 | 2 | \$ 104.00 |
| Public Service Req. \$ 10.00 | 3 | \$ 30.00 | | \$ 0.00 | 2 | \$ 20.00 | 1 | \$ 10.00 |
| Labels \$ 1.25 per page | 0 | \$ 0.00 | | \$ 0.00 | 0 | \$ 0.00 | 0 | \$ 0.00 |
| Copies 10 Cents each | 2 | \$ 46.80 | 0 | 0.00 | 1 | \$ 30.60 | 1 | \$ 16.20 |
| | | | | | | | | |
| GRAND TOTAL | 119 | \$ 1,285.80 | 42 | \$487.00 | 38 | \$341.60 | 39 | \$ 457.20 |

NVRA Compliance Statistics Report-III

For the Period From: 04/01/2022 To: 06/30/2022

Residence Confirmation Notices sent: _____ 315

Residence Confirmation Notices received

Voter's current Address correct: _____ 2

Moved within Jurisdiction: _____ 377

Moved outside Jurisdiction: _____ 81

Total Number of responses received: _____ 460

Undeliverable: _____ 0

For the Period From: 04/01/2022 To: 06/30/2022

Registered Voters At The End Of 06/30/2022

| | |
|--------------|--------------|
| Active | 57399 |
| InActive | 6359 |
| Total | 63758 |

New valid Registrations accepted during this period (Active voters): 1363

New Registrations received during this period (by source)

| | |
|-----------------------------|-------------|
| DMV | 949 |
| Online | 207 |
| Postcard | 115 |
| Registrar/Deputy/In Office | 122 |
| Social Services/Health Dept | 22 |
| Total | 1415 |

2022 YEAR –3rd QUARTER REPORT OF THE COUNTY CLERK

JULY

- Absentee voting continues for the August 2, 2022 Primary Election
- Prepared for the Board of Equalization first meeting July 6th.
- July 13th prepared and submitted the 2-week prior August Primary Election Newspaper Notice for publication.
- 2nd Board of Equalization meeting July 26th.
- July 20th, the Public Test of the Election Equipment for the August Primary Election
- July 25-27 Election Judge Training held for all the Election Judges
- Address changes, new registrations, deletions, DOC, and all other voter card updates (see attached)
- Permanent records are being scanned to reduce the cost to digitize and microfilm to archive.
- Notaries, ATV Permits, Public Service Requests, and copies are provided for citizens
- Sunshine Law Requests prepared within the 72-hour deadline.
- Paula worked with Tyler and attended many webinars and phone calls to create the new time and attendance module.

AUGUST

- August 1, 2022, Last day to vote absentee in the office and final preparations for the election.
- August 1, Real and Personal Book printed after Board of Equalization closed.
- August 2, 2022, August Primary Election held
- August 3, 2022, Letters printed, mailed, and emailed to 45 taxing districts
- Verification Team convened Friday, August 5th to certify the August Election returns
- August 16th Swore in Chadwick Water Board Member
- August 22, Tax Sale was held and the sales were recorded by Paula
- August 23, Levy Hearing for Christian County General Revenue, Common 1 & 2 Road Districts
- August 30th through September 2nd, Missouri Assoc. of County Clerk's & Election Authorities Conference
- Address changes, new registrations, deletions, DOC, and all other voter card updates (see attached)
- Notaries, ATV Permits, Public Service Requests, and copies are provided for citizens
- Sunshine Law Requests prepared within the 72-hour deadline.
- Permanent records are being scanned to reduce the cost to digitize and microfilm to archive.
- Paula worked with Tyler and attended many webinars and phone calls to create the new time and attendance module.

SEPTEMBER

- September 6, prepared the ballot assignment chart and obtained ballot approval from Ozark and Nixa Cities.

- Address changes, new registrations, deletions, DOC, and all other voter card updates see attached)
- September 19th prepared a Power Point presentation and presented to the residents of Wicklow. Voter registration was conducted for several voters and questions answered.
- September 20th, Presentation for the C. County Democratic Central Committee on HB 1878
- During this quarter there were 1,835 new registrations received of that number 1,719 were accepted and processed.
- Also, during this quarter 26 resident confirmations were mailed and 404 resident confirmations were processed.
- Absentee voting began September 27th for the November 8, 2022 General Election
- September 30th SWCC meeting in Lawrence County – Implementing HB 1878
- Notaries, ATV Permits, Public Service Requests, and copies are provided for citizens
- Sunshine Law Requests prepared within the 72-hour deadline.
- Paula worked with Tyler and attended many webinars and phone calls to create the new time and attendance module.

PAYROLL CLERK BIWEEKLY, MONTHLY AND QUARTERLY REPORTS PROCESSED

- Invoiced grant reimbursement for Emergency Management, Sheriff, Juvenile and Prosecutor's Office for 16 individuals were also processed monthly.
- Monthly and Quarterly reports for the Collector and Assessor for the State Tax Commission are being done.
- Minutes are prepared and posted to the web site and filed.
- Prepared and submitted on time all Quarterly Reports: 941, SUTA and LAGERS.

| TOTAL | | | July 2022 | | August 2022 | | Sept. 2022 | |
|------------------------------|------------|--------------------|-----------|-----------------|-------------|-----------------|------------|------------------|
| | # | Total Amount | # | Amount | # | Amount | # | Amount |
| ATV \$ 15.00 EACH | 41 | \$ 615.00 | 10 | \$150.00 | 8 | \$120.00 | 23 | \$ 345.00 |
| Notary \$ 6.00 EACH | 73 | \$ 438.00 | 23 | \$138.00 | 22 | \$132.00 | 28 | \$ 168.00 |
| Auctioneer License | 1 | \$ 52.00 | 0 | \$0.00 | 0 | \$ 00.00 | 1 | \$ 52.00 |
| Public Service Req. \$ 10.00 | 6 | \$ 89.32 | 0 | \$ 0.00 | 4 | \$ 69.32 | 2 | \$ 20.00 |
| Labels \$ 1.25 per page | 0 | \$ 0.00 | 0 | \$ 0.00 | 0 | \$ 0.00 | 0 | \$ 0.00 |
| Copies 10 Cents each | 2 | \$ 0.20 | 2 | \$0.20 | 0 | \$ 0.00 | 0 | \$ 0.00 |
| Light the Way Fest. Permit | 1 | 100.00 | 0 | \$ 0.00 | 1 | \$100.00 | 0 | \$ 0.00 |
| GRAND TOTAL | 124 | \$ 1,294.52 | 35 | \$288.20 | 35 | \$421.32 | 54 | \$ 585.00 |

For the Period From: 07/01/2022 To: 09/30/2022

Registered Voters At The End Of 09/30/2022

Active 59116

InActive 6373

Total 65489

New valid Registrations accepted during this period (Active voters): 1719

New Registrations received during this period (by source)

DMV 982

FPCA-MOVotes Portal 1

Mental Health 3

Online 445

Postcard 186

Registrar/Deputy/In Office 193

Social Services/Health Dept 25

Total 1835

For the Period From: 07/01/2022 To: 09/30/2022

Residence Confirmation Notices sent: _____ 26

Residence Confirmation Notices received

Voter's current Address correct: _____ 0

Moved within Jurisdiction: _____ 400

Moved outside Jurisdiction: _____ 4

Total Number of responses received: _____ 404

Undeliverable: _____ 0

| | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------------------------|
| ROUTE ORDER: Organization signs, route to City Clerk, City Admin/Mayor signs two originals, Clerk adds date, City Attorney signs, return one original by mail to Organization and City Clerk retains one original. | | | |
| EFFECTIVE DATE: | TERMINATION DATE: | CONTRACT NUMBER: | |
| <input checked="" type="checkbox"/> NEW CONTRACT <input type="checkbox"/> RENEWAL OF CONTRACT NO. <input type="checkbox"/> Addendum No. ___ | | | |
| Ozark | Nixa | Christian County | Show Me Christian County |
| 205 N. 1 st Street Ozark, MO 65721 417-581-2407 Attn: Steve Childers | 715 W. Mount Vernon St. Nixa, Mo 65714 417-725-3785 Attn : Jimmy Liles | 100 W. Church St. Ozark, Mo 65721 Phone Attn: | P.O. Box 1528 Nixa, Mo 65714 471-212-0699 Attn: Kristen Haseltine |

INTERGOVERNMENTAL AGREEMENT FOR CHRISTIAN COUNTY HOTEL MARKET AND FINANCIAL FEASIBILITY STUDY

THIS AGREEMENT, made and entered into this 11 day of October, 2022, by the parties identified above.

WITNESSETH:

WHEREAS, Christian County Business Development Corporation d/b/a Show Me Christian County (hereinafter "SMCC"), Christian County (hereinafter "County"), City of Ozark (hereinafter "Ozark"), and City of Nixa (hereinafter "Nixa") wish to facilitate a Christian County Hotel Market and Financial Feasibility Study (hereinafter "Study") to determine the overall demand and opportunity for hotel development in four key corridors; and

WHEREAS, SMCC has received a Proposal and Scope of Work to complete this study from Hunden Strategic Partners; and

WHEREAS, this Intergovernmental Agreement shall establish the responsibilities of each party and cost allocation; and

WHEREAS, the Parties believe the Study will benefit the communities.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between SMCC, County, Ozark, and Nixa as follows:

1. **The Study.** The Parties wish to enter into this Intergovernmental Agreement to facilitate the completion of the Study, said Study more specifically detailed in the Proposal attached hereto and incorporated herein as "Exhibit A."

2. **Project Cost.** The Study is anticipated to cost Thirty-Nine Thousand Dollars and no/100 (\$39,000.00) (hereinafter "Project Cost"). SMCC shall invoice the County, Ozark, and Nixa and each party shall pay to SMCC within thirty (30) days of said invoice, the following amounts:

- a. County shall be responsible for \$13,000.00
- b. Ozark shall be responsible for \$13,000.00
- c. Nixa shall be responsible for \$13,000.00

3. **SMCC Responsibilities.** SMCC shall serve as the project manager for the Study. As such, SMCC shall work with the selected consultant, manage the Study tasks, coordinate the collection of any information necessary to complete the Study, assist with site visits, and provide the final Study results to the Parties in an electronic and printed format. SMCC shall pay all consultant invoices. SMCC will not be compensated for this work by the Parties.

4. **County, Ozark, and Nixa Responsibilities.** The County, Ozark, and Nixa shall each provide all information, data, and reports in each party's possession that is necessary for the carrying out of the work.

5. **Affidavit for Contracts Over \$5,000.00.** That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and SMCC is associated with a business entity, SMCC shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, SMCC must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

6. **Assignment.** The Parties shall not assign any interest in this agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the Parties.

7. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to the Parties at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

8. **Compliance with Laws.** SMCC agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

9. **Benefits.** SMCC shall not be entitled to any of the benefits established for the employees nor be covered by the respective Worker's Compensation Program of the County, Ozark, and Nixa, the parties.

10. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Christian County, Missouri.

11. **Entire Agreement.** This Contract contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

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

By: [Signature] 10/11/2022
Ralph Phillips, Presiding Commissioner

By: [Signature] 10/11/22
Lynn Morris, Eastern Commissioner

By: [Signature] 10/11/22
Hosea Bilyeu, Western Commissioner

COUNTY CLERK:

By: [Signature]
Kay Brown

APPROVED AS TO FORM:

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

CITY OF OZARK, MISSOURI

By: [Signature]
Name: Bradley Alan Jackson
Print name: Mayor

Approved as to form:

By: [Signature]
City Attorney

CITY OF NIXA, MISSOURI

By: [Signature]
Name:
Title:
Approved as to form:

By: [Signature]
City Attorney

CHRISTIAN COUNTY BUSINESS DEVELOPMENT
CORPORATION D/B/A SHOW ME CHRISTIAN
COUNTY

By: _____
Name:
Title:

Board Chair: _____
Name:

Auditor Certification:
I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.
[Signature]
Amy Dent
Christian County Auditor

RIGHT OF FIRST REFUSAL AGREEMENT

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Right of First Refusal") dated this 11 day of October, 2022 ("Effective Date") is made by and between Christian County Common #2 Road District, a political subdivision of the State of Missouri (hereinafter "Grantor"), and Nixa Public Schools, a political subdivision of the State of Missouri (hereinafter "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of that certain real property located in Christian County, Missouri, consisting of approximately 4.3 acres, commonly known as 1271 Westside Boulevard, Nixa, MO 65714 and legally described in Exhibit A attached hereto and incorporated herein, together with all improvements located thereon (the "Real Property" or "Property").

WHEREAS, Grantee is interested in obtaining the right of first refusal on the Real Property in accordance with the terms herein.

NOW, THEREFORE, Grantor and Grantee agree as follows:

1. Grantor, in consideration of the sum of \$10.00, receipt of which is acknowledged, and other good and valuable consideration, Grantor does hereby restrict the sale, conveyance, transfer or gift of the above-described Property by this Right of First Refusal to Grantee as set forth herein.

2. Pursuant to this Right of First Refusal, Grantor must not and cannot sell, convey, transfer or give said Property, or any portion thereof, to anyone except Grantee as follows:

A. Initial Period. During the first two (2) years following the Effective Date (the "Initial Period") and upon Grantor receiving any bona fide offer from a third party ("Initial Third Party Offer") to purchase the Property in its entirety, whether such Initial Third Party Offer was initiated first by Grantor or by a third party, Grantor shall present said Initial Third Party Offer in writing to Grantee.

(i) Grantee shall have thirty (30) days from receipt of the Initial Third Party Offer within which to exercise its right to purchase the Property for a purchase price of \$539,000 (the "Appraised Purchase Price") by giving written notice to Grantor agreeing to purchase the Property for the Appraised Purchase Price and submitting Grantee's other reasonable terms and conditions associated with such purchase (which such terms Grantor shall not unreasonably deny). However, in the event Grantee requires additional time to close on financing for the purchase of the Property, then Grantee shall have the right to extend that time for an additional thirty (30) days.

(ii) If Grantee does not deliver to Grantor a signed offer to purchase for the Appraised Purchase Price within thirty (30) days from the date that Grantee received the Initial Third Party Offer from Grantor, this Right of First Refusal shall terminate and no rights or obligations relating to this Right of First Refusal shall exist thereunder for the benefit of Grantee.

(iii) After the lapse of said thirty (30)-day period, Grantor shall have the

ability to sell the Property to the third party within ninety (90) days therefrom and upon the terms and conditions of said Initial Third Party Offer.

(iv) In the event, however, that the sale to a third party pursuant to this Section 2(A) is not consummated, then this Right of First Refusal is not terminated, and Grantee's rights hereunder shall remain in full force and effect and shall be applicable to any subsequent offer relating to the Property received by Grantor.

B. Later Period. Following the Initial Period and for the remainder of the Term (defined herein) and upon Grantor receiving any bona fide offer from a third party ("Later Third Party Offer" and together with all Initial Third Party Offers, the "Third Party Offers") to purchase the Property in its entirety, whether such Later Third Party Offer was initiated first by Grantor or by a third party, Grantor shall present said Later Third Party Offer in writing to Grantee.

(i) Grantee shall have thirty (30) days from receipt of the Later Third Party Offer within which to exercise its right to purchase the Property by giving written notice to Grantor agreeing to purchase the Property for an appraised purchase price based on an appraisal obtained by Grantor approved by Grantor and Grantee within 60 days from the receipt of the Later Third Party Offer. However, in the event Grantee requires additional time to close on financing for the purchase of the Property, then Grantee shall have the right to extend that time for an additional thirty (30) days.

(ii) If Grantee does not deliver to Grantor a signed offer to purchase which meets or exceeds the terms of the Later Third Party Offer within thirty (30) days from the date that Grantee received the Later Third Party Offer from Grantor, this Right of First Refusal shall terminate and no rights or obligations relating to this Right of First Refusal shall exist thereunder for the benefit of Grantee.

(iii) After the lapse of said thirty (30)-day period, Grantor shall have the ability to sell the Property to the third party within ninety (90) days therefrom and upon the terms and conditions of said Later Third Party Offer.

(iv) In the event, however, that the sale to a third party pursuant to this Section 2(B) is not consummated, then this Right of First Refusal is not terminated, and Grantee's rights hereunder shall remain in full force and effect and shall be applicable to any subsequent offer relating to the Property received by Grantor.

3. This Right of First Refusal shall run with the land and be binding upon Grantor and Grantor's successors and permitted assigns. The Agreement shall run to the benefit of Grantee, and shall inure to the benefit of Grantee, its successors and assigns. Any offer to purchase made by a third party shall be subject to the conditions precedent of this Right of First Refusal.

4. Except as expressly provided herein, the Right of First Refusal is intended to be a continuing right of first refusal. The term of this Right of First Refusal shall commence on the date this Right of First Refusal is executed by both Parties and shall continue for ten (10) years (the "Term").

5. During the 30-day period following Grantee's receipt of the Third Party Offer, Grantor shall provide copies of all due diligence materials reasonably requested by Grantee in relation to the Property.

6. Miscellaneous

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to principles of conflicts of law.

B. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. This Agreement supersedes all prior agreements between the parties with regard to the subject matter hereof. This Agreement can only be modified by a written instrument signed by both parties.

D. Each individual executing this Agreement on behalf of a political subdivision represents and warrants that he or she is authorized to do so on behalf of such entity. Grantor warrants and represents to Grantee that Grantor is the current fee simple owner of the Real Property, and Grantor is authorized to execute and deliver this Agreement without the consent of any other person or entity.

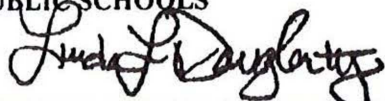
E. If any term, clause or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be determined or held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the maximum extent possible. In lieu of any such term, clause or provision of this Agreement which is so determined or held by a court to be illegal, invalid or unenforceable, there shall, to the extent practicable and reasonable, given the extant circumstances, be inserted as a part of this Agreement a term, clause or provision as nearly identical to that stricken from this Agreement by virtue of such determination or holding which is not illegal, invalid or unenforceable.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year as set forth below.

GRANTEE:

NIXA PUBLIC SCHOOLS

By: 
Linda Daugherty, President of the Nixa Public Schools
Board of Education

Date: Nov 10 2022

Attest:


Mike Copeland, Secretary of the Nixa Public Schools
Board of Education

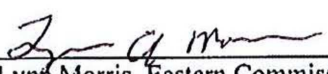
Date: Nov 10 2022

GRANTOR:

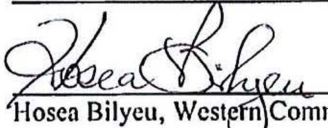
CHRISTIAN COUNTY COMMISSIONERS

By: 
Name: Ralph Phillips, Presiding Commissioner

Date: 10/11/2022

By: 
Name: Lynn Morris, Eastern Commissioner

Date: 10/11/22

By: 
Name: Hosea Bilyeu, Western Commissioner

Date: 10/11/22

CHRISTIAN COUNTY CLERK

By: Kay Brown
Name: Kay Brown

Date: _____

AUDITOR CERTIFICATION:

I, Amy Deft the duly appointed and acting Auditor of Christian County, Missouri, and in that capacity, do hereby certify on this 11 day of October, 2022, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in the agreement sufficient to meet the County's obligations under this agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in the agreement shall be paid sufficient to meet the County's obligations under this agreement.

Amy Deft
Amy Deft, Christian County Auditor

APPROVED AS TO FORM

By: John Housley Christian
Name: John Housley Christian, County Counselor
Date: 10/14/2022

EXHIBIT A

Legal Description of Property

A tract of land in the South Half of the North Half of the Southwest Quarter of the Southeast Quarter (S1/2N1/2SW1/4SE1/4) of Section 15, Township 27N, Range 22W, 5th P.M., Christian County, Missouri, being more particularly described as follows: Commencing at the Northeast corner of said S1/2N1/2SW1/4SE1/4 (said point being also the Northeast corner of Lot Seven (7) of West Side Industrial Subdivision), which is the true point of beginning: Thence S01 degrees 12'35"W 332.46 feet to the Southeast corner of said S1/2 N1/2 SW1/4 SE1/4; thence N89 degrees 55'44"W 561.19 feet along the South line of said S1/2N1/2SW1/4SE1/4 to a point 80.00 feet Easterly of the southeast corner of Lot Eleven (11) of West Side Industrial Subdivision; thence N00 degrees 09'48"E 331.82 feet to the North line of said S1/2 N1/2 SW1/4 SE1/4, said point being 80.00 feet Easterly of the Northeast corner Lot Four (4) of West Side Industrial Subdivision; thence S89 degrees 59'40"E 561.46 feet to the point of beginning. Also known as pt of Lots 5, 6, 7, 8, 9 and 10 Westside Industrial Park, a Subdivision in Christian County, Missouri.

Parcel ID: 10-0.5-15-004-001-007.000