



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5431)

Meeting: 01/18/24 09:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Madi Hires Raines
Initiator: Madi Hires Raines
Sponsors:

DOC ID: 5431

Meeting Attachments

ATTACHMENTS:

- 18 JAN 2024 FINANCIAL - EMERGENCY PROCUREMENT - STAR MECHANICAL SUPPLY (PDF)
- 18 JAN 2024 JAIL SEWER IMPROVEMENT PROJECT UPDATE - UTILITY CONFLICT COORDINATION - GREAT RIVER ENGINEERING - (PDF)
- 18 JAN 2024 EMPLOYEE SERVICES - 4TH QUARTER REPORT (PDF)
- 18 JAN 2024 RESOURCE MANAGEMENT - 4TH QUARTER REPORT & 2023 ANNUAL REPORT (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - WILLOUGHBY RD (HEDGE PATH) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - OLD PROSPECT RD (SOLLER) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - N PHILLIPS RD (GARDNER) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - HAWTHORNE RD (ELLINGSWORTH) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - COLOMBO RD (BURKHART) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - MUELER RD(FOKIN) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - UNION CHAPEL RD & MAYNARD RD(D & P DEVELOPMENT, LLC) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - HONEYSUCKLE(KINDRICK) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - HAWTHORNE RD(ELLINGSWORTH) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - BLACKFOOT RD (BURFIELD) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - PEACHTREE DR (SMITH) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - BOAZ RD (PEEBLES) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - BRADEN RD (JOHNSON) - RECORDED (PDF)
- 18 JAN 2024 RIGHT OF WAY DEED - OLDFIELD RD (THOMAS) - RECORDED (PDF)
- 18 JAN 2024 RFP #2023-25 INMATE MEDICAL & PHARMACEUTICAL SERVICES - AWARD LETTER - TURN KEY HEALTH CLINICS, LLC(PDF)
- 18 JAN 2024 RFP #2023-25 INMATE MEDICAL & PHARMACEUTICAL SERVICES - CONTRACT - TURN KEY HEALTH CLINICS, LLC (PDF)
- 18 JAN 2024 ELEVATOR PHONE & MONITORING SERVICES - AWARD LETTER - KONE INCORPORATED (PDF)
- 18 JAN 2024 ELEVATOR PHONE & MONITORING SERVICES - CONTRACT - KONE INCORPORATED (PDF)



MECHANICAL SUPPLY 122 W. Randall Rd., Springdale, AR 72764-18017
479/756-2055 Fax: 479/756-1674
5401 S. Zero, Ft. Smith, AR 72903-6938
479/785-1168 Fax: 479/785-1956
WHOLESALE SUPPLY 535 N. Fremont, Springfield, MO 65802-3532
417/863-1303 Fax: 417/863-0508
1827 W. 10th St. Joplin, MO 64801-9998
417/385-4300 Fax: 417/385-4301

PICK TICKET

Pick Ticket Number	
4820341	
Pick Date	Page
1/18/2024 07:04:21	1 of 1
Order Number	
3573425	
Location Id: 2	

Bill To:

CHRISTIAN COUNTY GOVERNMENT
100 W CHURCH STREET
ROOM 206
OZARK, MO 65721
4175824300

Ship To:

CHRISTIAN COUNTY GOVERNMENT
100 W CHURCH STREET
OZARK, MO 65721

Visit our website at www.star-mechanical.com or www.star-wholesale.com
All weekly price changes will be posted every Friday.

Customer ID: 18707

Order Date		PO Number			Job		Taker	
1/17/2024		RICHARD					DLANE	
Ordered Allocated	Picked	UOM	Qty Remaining	Disp.	Item ID Item Description	Unit Price	Extended Price	

Delivery Instructions: WC

1		EA	0		BG106197LF			
1					B&G 106197LF 100 BNFI PUMP LESS FLANGES	EA	1,219.1813	1,219.18

Primary Bin: 200102C03

Total Pieces:	1	Total Lines:	1	Total Weight:	20.	SUB-TOTAL:	1,219.18
						TAX:	0.00
						GRAND TOTAL:	1,219.18

Driver: _____ Picked By: DLANE

Checked By: _____ Freight: _____ Customer Signature: [Signature]

34417

CHRISTIAN COUNTY JAIL SEWER IMPROVEMENTS

Utility Conflict Coordination

Daniel Meacham, P.E.

JANUARY 18TH, 2024

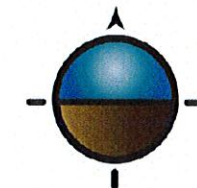
LISTEN PLAN COMMUNICATE DELIVER



Agenda

- **Background**
- **Original Concept**
- **Utility Conflicts**
- **Potential Impacts**
- **Recommendations**
- **Questions**

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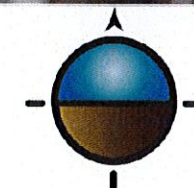


GRE
GREAT RIVER
ENGINEERING

Existing Utilities (Project Start)

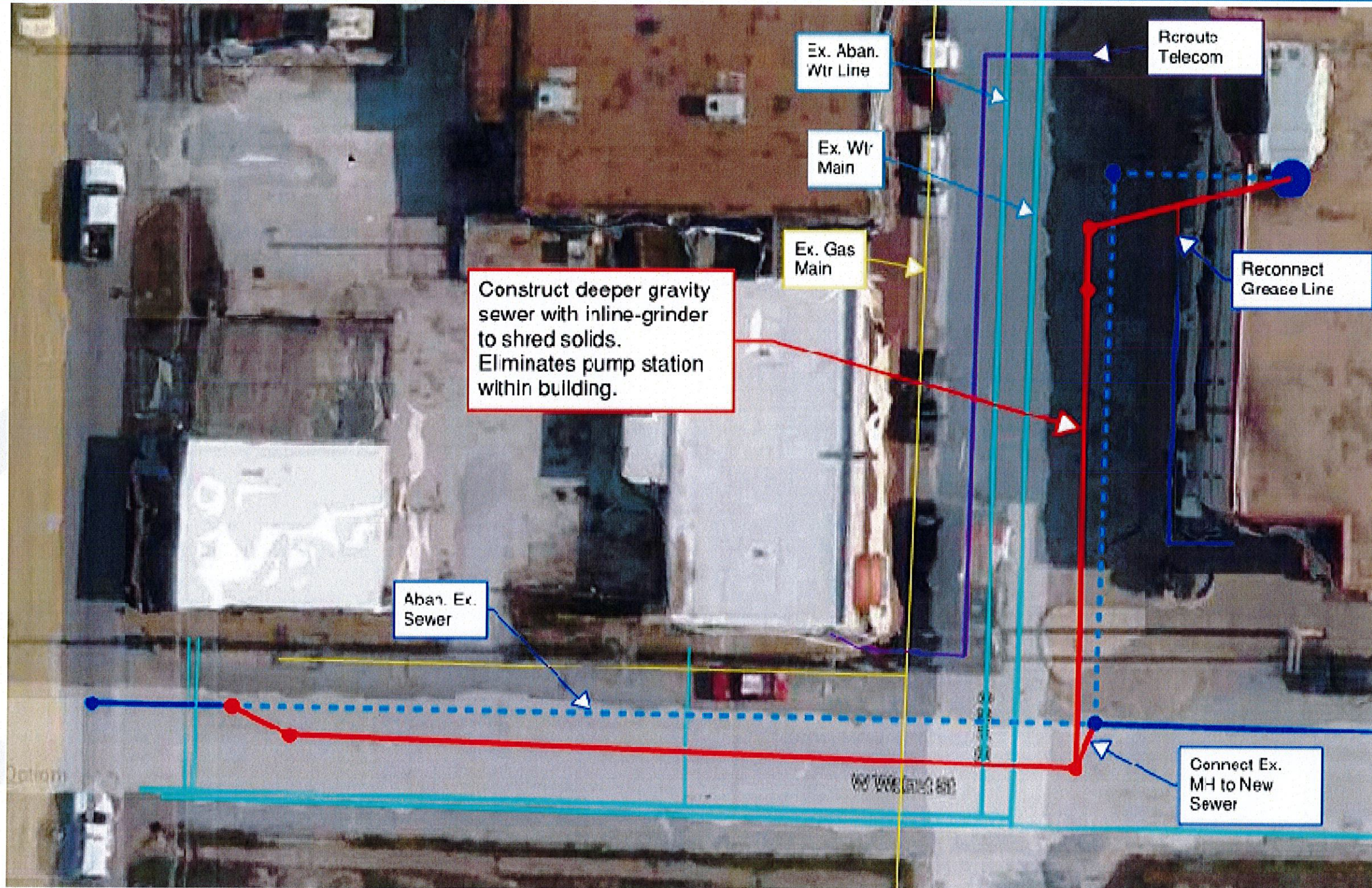


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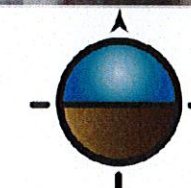


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Original Concept

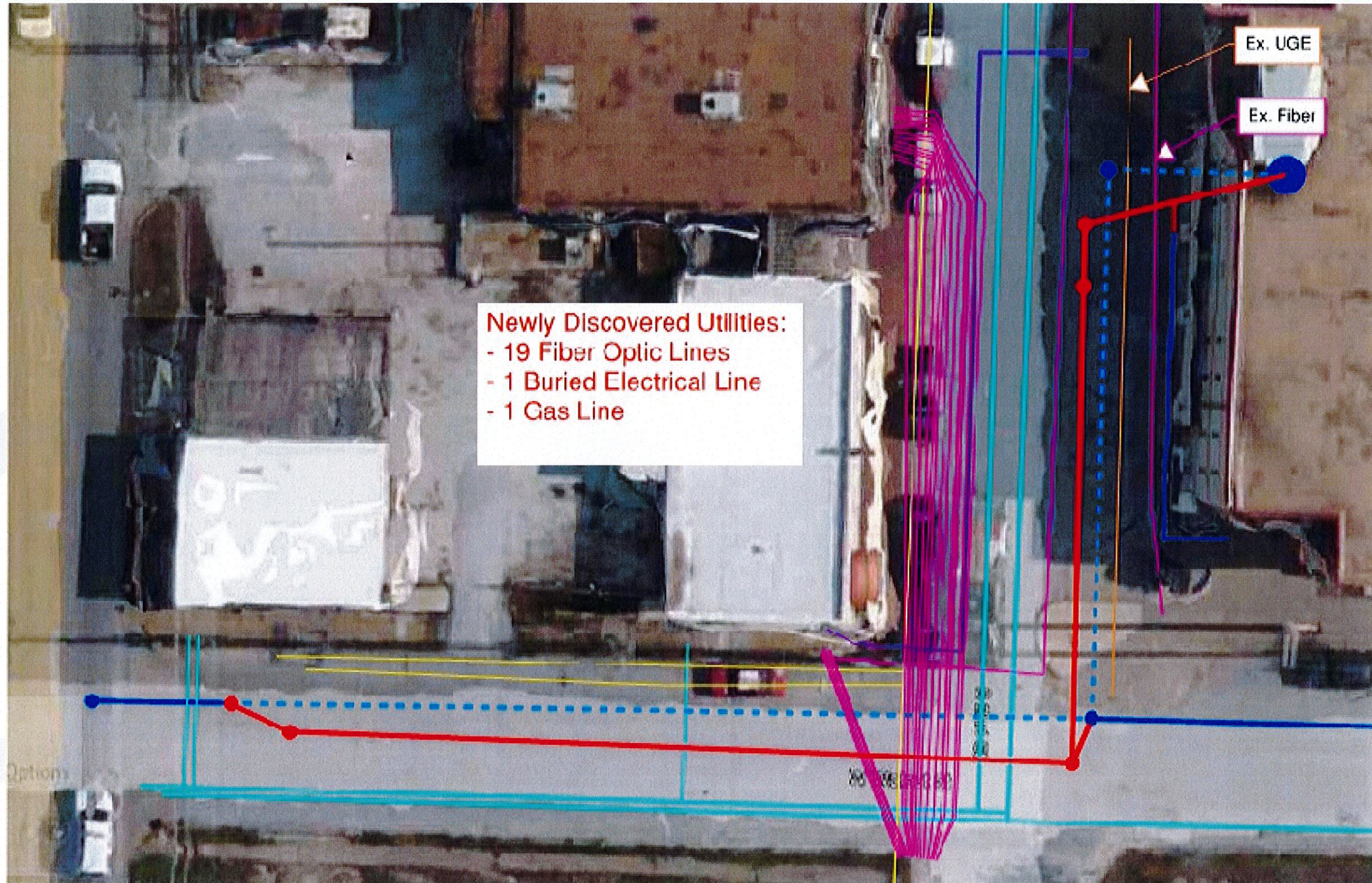


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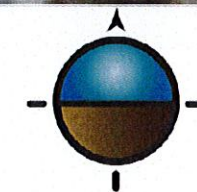


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New Utilities

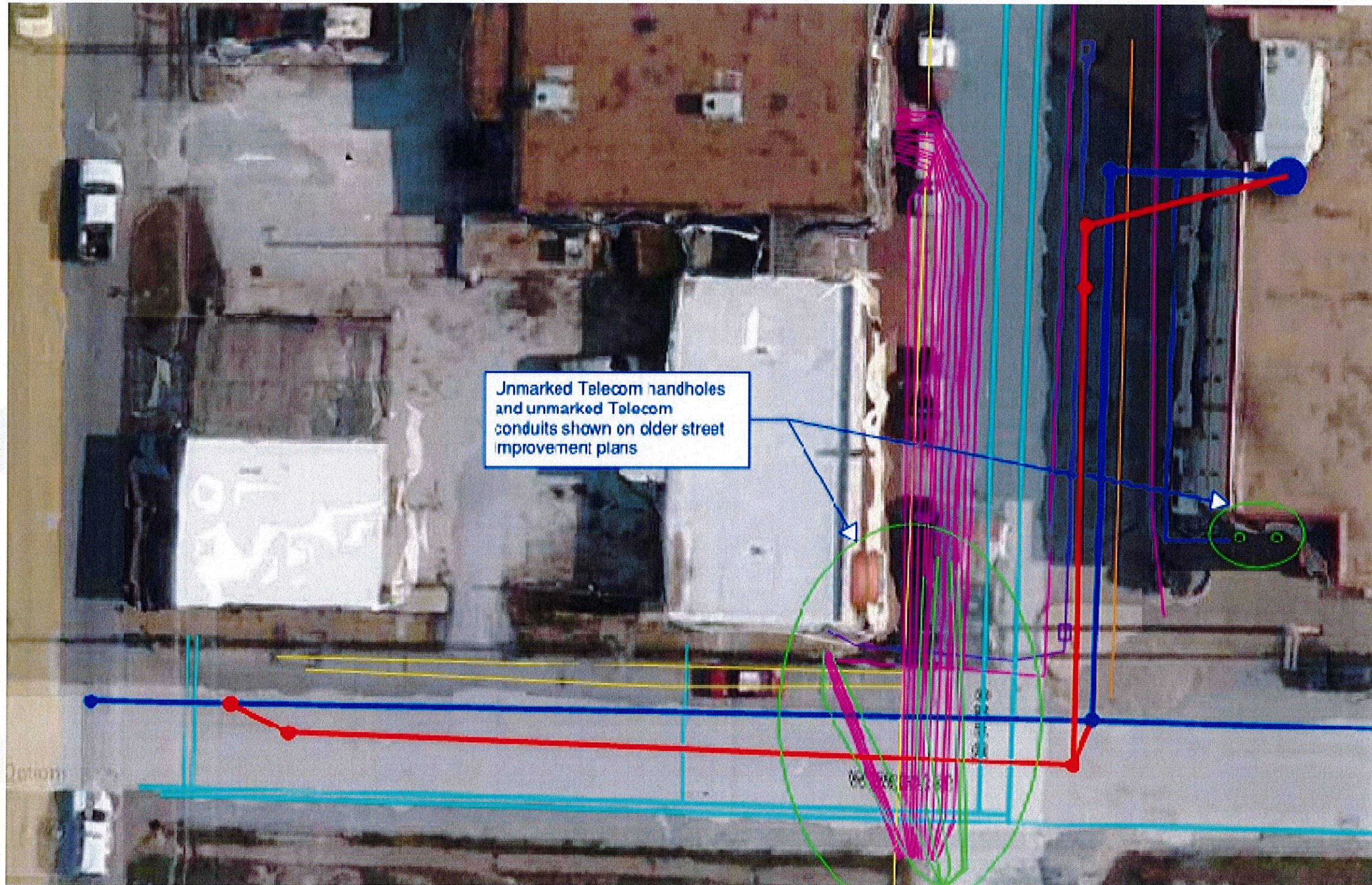


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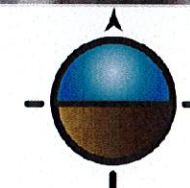


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Unmarked Utilities

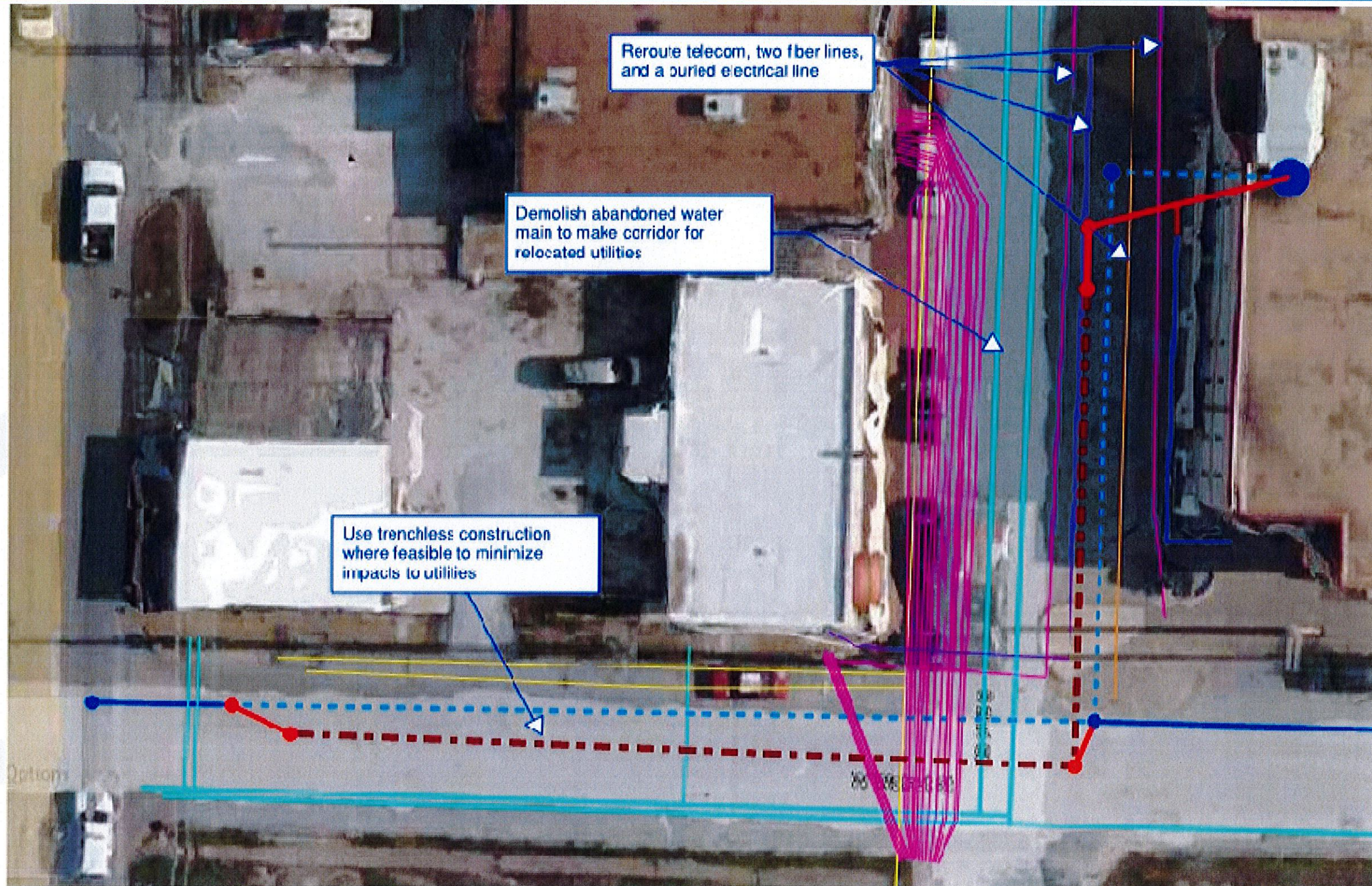


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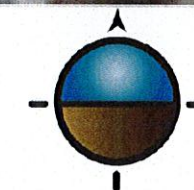


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Possible Project Modifications

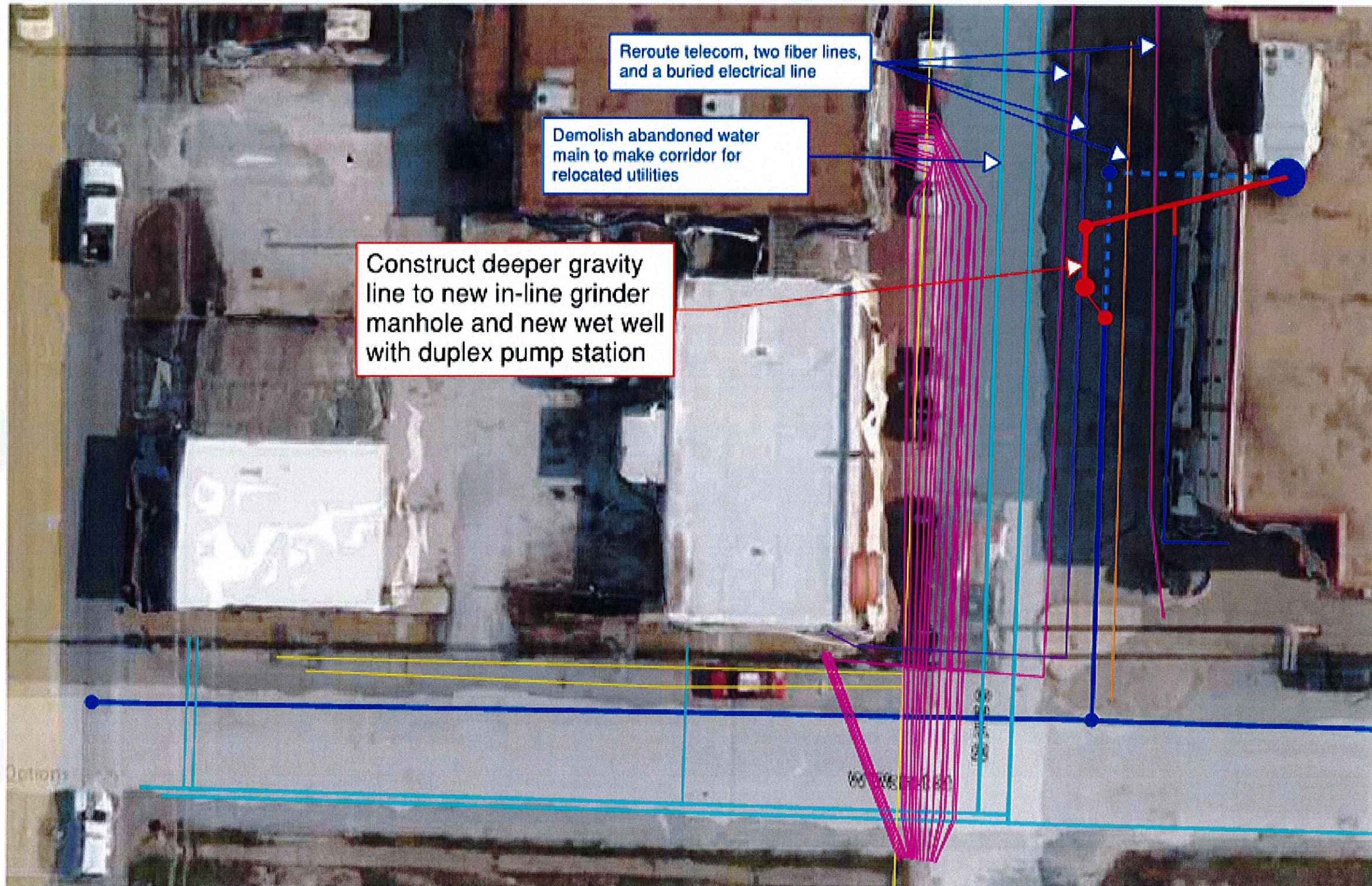


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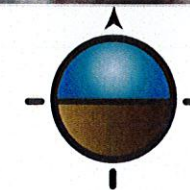


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Alternate A – Grinder and Pumps

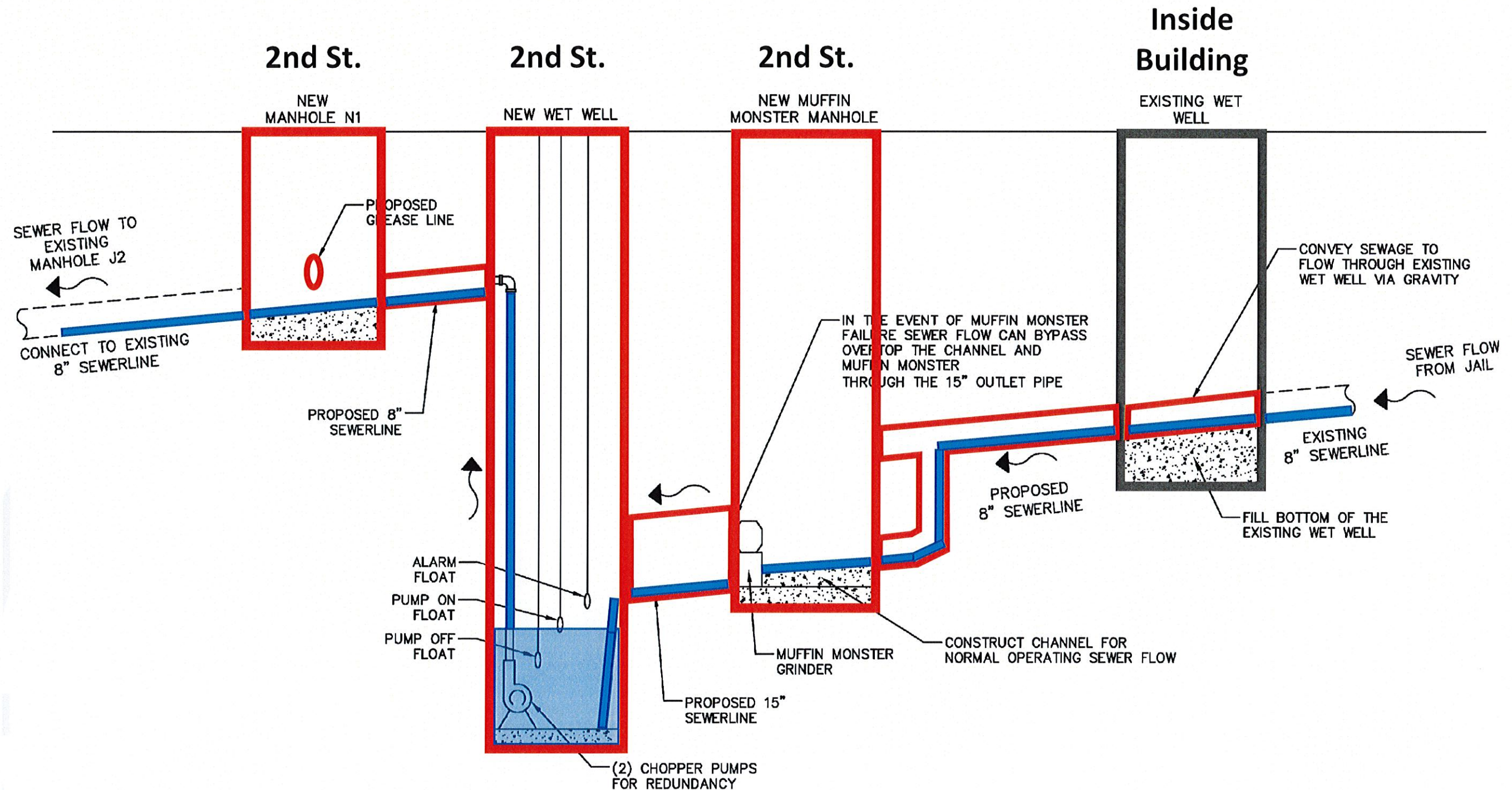


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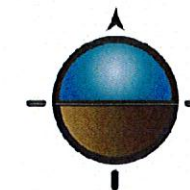


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Alt. A – Profile Schematic



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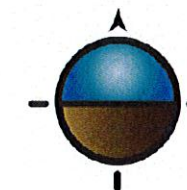


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Alternate B – Gravity to Oak St



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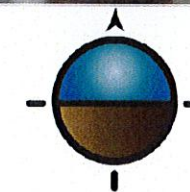


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Alternate C – New PS Inside Building



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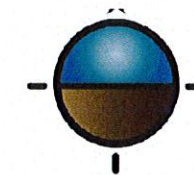


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ASTM/AACE International

AACE Class	ASTM Classification	Maturity of Project Definition	End Usage	Low Expected Range of Accuracy	High Expected Range of Accuracy
Class 5	Order-of-Magnitude	0% to 2%	Concept Screening	-50% to -20%	+30% to +100%
Class 4		1% to 15%	Feasibility Study	-30% to -15%	+20% to +50%
Class 3	Budgetary	10% to 40%	Budgeting	-20% to -10%	+10% to +30%
Class 2	30% to 75%	30% to 75%	Bidding (pre-bid)	-15% to -5%	+5% to +20%
Class 1	65% to 100%	65% to 100%	Bidding (post-bid)	-10% to -3%	+3% to +15%

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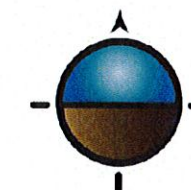


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Opinion of Probable Cost – Class 5

	Current Project	Alternate A	Alternate B	Alternate C
Previous Estimate	\$784,200	\$914,500	N/A	N/A
Current Estimate	\$1,000,000	\$1,110,000	\$1,240,000	\$1,000,000

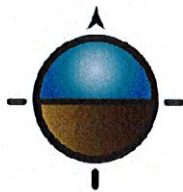
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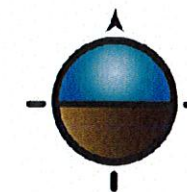
Schedule

NAME	CURRENT PROJECT	ALTERNATE A	ALTERNATE B/C
Notice to Proceed	October 2023	March 2024	March 2024
Engineering	May 2024	July 2024	September 2024
Bidding	July 2024	September 2024	November 2024
Construction	December 2024	March 2025	May 2025



Recommendations

1. Proceed with currently scoped geotechnical investigation and final survey elements.
2. Coordinate with utility owners with the goal of obtaining as-builts of existing buried utilities.
3. Pursue potholing within 2nd St. and Walnut St. to identify size, depth, and location of all utilities across the roadway.
4. Work with trenchless contractor to confirm viability of trenchless construction for current project.
5. Summarize findings and determine whether other alternates should be explored further.

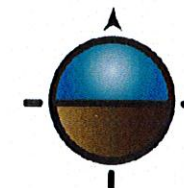


Next Steps/Questions?

Thank you!

Daniel Meacham, PE
Great River Engineering
Email: dmeacham@greatriv.com
417-886-7171 (EXT. 245)

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Employee Services Quarterly Review

October – December 2023

Human Resources

CURRENT Active Employees: 246

Fourth Quarter 2023:

New Hires:	4 th Quarter: 20
Separation of Employment:	4 th Quarter: 15 (1 Termination) (13 Resignations) (1 Retirement)

- Actively worked with Croley and conducted our own in-house research for the best options for our employee insurance coverages for 2024. Multiple meetings with various insurance companies.
- United Healthcare and Guardian were approved by the Commission for 2024—multiple implementation meetings were conducted quickly to be ready for Open Enrollment.
- Conducted multiple Open Enrollment meetings—100% compliance.
- Salary Structure/Matrix Completed for each office/department for 2024, HR worked with the Auditor to enter projections into the ClearGov system. Elected Officials/Department Heads to finalize their 2024 budgets accordingly.
- 2023 Employee Reviews were completed by all but one office.
- Continued approving biweekly payroll before processing.
- Managed Employee Referral Program
- Tracked multiple FMLA leaves.
- Tracked and monitored multiple Worker's Comp injuries/claims.
- Conducted personal orientations for all new hires/benefits and Exit Interviews with separating employees.
- Processed 18 benefit onboardings.
- Coordinated On-site Flu Shot Clinic
- Completed Random Drug Testing for 4th Quarter
- Employee of the Quarter completed for 4th Quarter and 2023 Employee of the Year
- Remain point person for County Website
- Serves as Chair for internal Safety Committee
- HR Director served as the Coordinator for Friday Night Light event series held on the square the first three Fridays in December.
- 2024 Policy Reviews completed/approved in December
- IT Policy Manual created/approved in December
- Attended multiple meetings with TierOne, DataBank, Esentire, Pitt Technologies as we reassessed our IT needs and began to renegotiate contract terms.
- Recruitment (191 Applications Reviewed/Received) and conducted multiple interviews.
- 20 Positions Filled
- 17 positions currently Open
 - Planning & Development Administrator
 - Senior Planner
 - Field Appraiser
 - Corrections Officer
 - Patrol Deputy

Purchasing Agent 4th Quarter Update

Purchase Order Summary Report from 10/1/23 through 12/20/23

- 873 Purchase Orders - Total \$1,538,928.05 (Goods and Services Only)

Issued Bids/RFQ:

- RFP 2023-7 Elevator Preventative Maintenance & Repair
- RFQ 2023-19 Request for Qualifications – Data Solutions Services
- ITB 2023-22 General Carpentry & Electrical Services
- RFQ 2023-24 Sewer Collection System Maintenance
- RFP 2023-25 Christian County Sheriff's Office Detention Ctr Medical and Pharmaceutical Services
- ITB 2023-27 - GPS Vehicle Tracking
- SFS Snowplow
- SFS Salt Dogg Electric Spreader

New Contracts:

- Republic Services – Material Hauling Services for Recycling Center
- CKC Data – Data Solutions Services
- TechTree – Data Solutions Services
- Johnson Controls – Fire Protection
- Kone - Elevator Preventative Maintenance & Repair
- Hambey Construction – General Carpentry & Electrical Services
- Criterion – HR Software
- WEX – Fuel Card Services
- Pitt Technology – IT Services

Contract Renewals:

- Rapiscan - X-ray Inspection System for Screening
- Cintas - Uniform & Supply Rental
- Willians Diversified – Annual Contract for Bulk Highway Salt (Deicing) for County Roads
- Big Bear LLC – Shredding Services

Pre-Proposal Conferences:

- Held a Pre-Proposal conference on October 12, 2023, for RFQ #2023-27 – Elevator Preventative Maintenance & Repair.
- Held a Pre-Proposal conference on October 15, 2023 for RFP #2023-25 – Christian County Sheriff's Office Detention Center Inmate Medical & Pharmaceutical Services.

Demo--Held demos with three vendors on GPS Vehicle Tracking

Addendum to Contract:

- RE – Jail Sewer Improvement

Emergency Procurements:

- Fiber Connectivity between County buildings

Surplus:

- The City of Flinn picked up our final item (pothole patcher). YTD, the County has sold \$126,801.44 surplus items on GovDeals in 2023.

Purchasing Update:

- Year-End Closeout Procedures

- Lowes—On October 11, 2023, the Purchasing Manager met with Lowes National Representative Gary Turnage, and Resource Management Office Manager. Rep explained the new program for Lowes with rebates offered; we originally were not on this program. The following issues were discussed:
 - 2% discount Lowes key fob is obsolete.
 - A 5% discount on the Lowes credit card is still in effect.
 - 2% rebate on all purchases up to \$25,000 in sales from January through December. Note: To date, we have spent over \$14,000.
 - Online portal navigation
 - The County will receive a rebate check from Lowes in March 2024. The rebate check will be sent to Christian County. Our rep said he would email me when a check has been cut.
- JCI—On October 10, 2023, Maintenance Supervisor and Purchasing Manager met with Johnson Controls representative Jessie De la Rosa. The three of us spoke about the issues we were having. Through this collaboration, a partnership between JCI and Christian County was formed, utilizing a State of Missouri contract.
- Kone—Elevator Maintenance & Repair was bid and awarded to a new vendor, Kone. Three bids were received. Over the contract's life, we will save approximately \$20,000 from our previous contractor.
- Vital Records—A company that many of our departments use, was arbitrarily adding a new \$20 fee for 2 Standard Gigabytes of storage, which we did not request. Purchasing contacted VRC and discovered that you had to get them to opt out of the program. Purchasing got the Recorder of Deeds, Prosecutor's Office (who already knew), and Circuit Clerk to have them opt out of the program. I wrote up the verbiage to send to them for the cancellation.
- PO Aging Reports – October 19th and December 14th
PO Aging Report was run twice in the 4th quarter and distributed to all County Offices/Departments by Purchasing Assistant. This report is a “clean up” report for Audit and Purchasing. Purchasing will continue to work with the departments to verify what purchase orders are current for end-of-year procedures.
- New County Procurement Credit Cards
The Treasurer issued new bank cards for the County Offices/Departments from Central Trust Bank. We changed from Ozark Bank because we were not receiving any benefits like cash rebates at the end of the year. The Treasurer asked Purchasing to coordinate the delivery of the new cards and the receipt of the old Ozark bank cards, and we did.
- WEX Fuel Card—The County fuel card for County vehicles. The Auditor informed Purchasing Manager that WEX began charging \$2.00 per card/per month. We worked with WEX and switched WEX to the State of Missouri contract. Now, the County will receive benefits like 1.75% off the posted pump price. It is received as a quarterly credit on our invoice. We weren't even set up with tax exemption.
- IGA—We issued an IGA to Buchanan County on October 24, 2023, and we're happy to report they piggybacked on a procurement we did. They purchased security equipment from our contract with Secure Tech.
- Recycling on Campus: Greenway Recycling was on campus with the Recycling Center, the Collector, and the Public Administrator's office. Greenway went out of business and failed to contact the County. With their permission, Purchasing switched the Collector and Public Administration Offices to Big Bear Shredding utilizing the State's contract. We issued a new bid for the Recycling Center, and Republic Services received the contract.
- Shred-It (another recycling company) was on campus, and their costs were too high. With their permission, Purchasing switched Juvenile and the Prosecutor's Office from Shred-It to Big Bear Shredding using the State of Missouri contract.
- Panic Button Alarms: On December 4, 2023, CC Purchasing Manager met with Secure Tech representative Juliana Goldenberg, along with CC Campus Security Sergeant, Maintenance Supervisor, and IT Manager, to discuss the rollout of the panic button

alarms. On December 11, 2023, they were installed by Secure Tech's and appear to be successful, according to Campus Security Sergeant.

- On November 21, 2023, the Treasurer's Office sent a letter to all our outgoing checks to vendors. This is to help our online vendor database grow. It went out to 50 vendors.
- Contract Report Distributed: One of the items Purchasing is most proud of distributing is the first-ever contract reports to the County's Officials and Department Heads. This is a crowning moment for the County and Purchasing.
- **MAC Award:** Christian County received a 2024 MAC award for Innovation and Digitization Through eProcurement. The Purchasing Manager and the Presiding Commissioner accepted the award on behalf of the County.

Missouri Association of Public Purchasing (MAPP):

- On November 15, 2023, a virtual Missouri County Purchasing Lunch & Learn was held. Miscellaneous procurement topics were discussed. Five counties attended.
- On December 8, 2023, Kim Hopkins-Will was sworn in as president of MAPP for the 2024 calendar year.

IT 4th Quarter Update

- Commission Live Streaming
- DUO Single Sign on – Adding a needed layer of security
- New VPN solution for County and PA – Adding a needed layer of security
- Justice Center Cabling Upgrade
- Migrated File Share Servers back on-site to Christian County
- IA Pro Server Upgrade
- Received **344** service desk tickets – Total of **1,446** for 2023
 - 220 Problem/Issue Tickets
 - 68 Feature Requests
 - 51 Standard Request
 - 5 Questions
 - 150 via Portal
 - 117 via Email
 - 77 by CCIT

In-progress:

- State phones swapped to CCIT network infrastructure
- Migrate major servers back on-site to Christian County
- Fiber installation between three main buildings
- Layer 3 network migration
- Active Directory security/permissions overhaul
- DUO overhaul
- CCMO wireless upgrade
- Collectors Office Infrastructure upgrade
- Keefe server segmentation

Resource Management Department
2023 – 4th Quarter and Annual Report
to the
County Commission



January 18, 2024

Planning and Development Department

The Fourth quarter of 2023 brought change to the Planning and Development Department staff. We added Scott Hayes as our Senior Planner. Scott brings excellent education and experience having worked in Tulsa and in Willard as their Planning Administrator. We hope he will have a long career with the County. We also had a former employee, Brenna Howard, return to our office as the Permitting Coordinator after leaving for a while to work for the Highway Patrol. We are very glad to have her back. Lastly, the end of the year marked the departure of Joan Doss, our Planning Administrator. She and her husband are moving to Iowa for a career opportunity and to be closer to relatives as they start their new family. Joan will be missed, but we will endeavor to fill her role quickly and return to full staffing.



Land Use Change

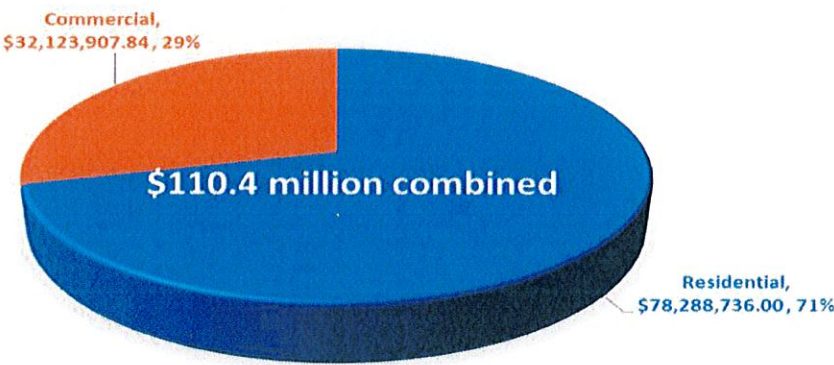
The Planning and Development Department staff, working through the Planning and Zoning Commission and the County Commission presented a significant number of requests for land use change throughout 2023.

- 20 rezoning requests were recommended for approval by the Planning and Zoning Commission involving a total of 198.55 acres.
- 3 Conditional Use Permit requests were approved affecting 7 acres

Investment in Christian County

The Planning and Development and Building Inspections Departments work hand in hand to help guide and facilitate investment in the physical development of Christian County. Each construction permit issued generates an estimated IBC valuation which is calculated and assigned based upon project type, use group and square footage. While these numbers are only an estimation, they do help to illustrate the value being added within the unincorporated areas of the County.

ESTIMATED VALUE OF CONSTRUCTION PROJECTS
UNINCORPORATED CHRISTIAN COUNTY, MO DURING 2023



Estimates based on standard IBC valuation method

Residential Development

The climate for residential development continues to be strong. This last year our office processed 99 Administrative Minor Subdivision applications and re-plats resulting in the creation of 118 new parcels which are potential residential building sites.

Five named subdivisions were approved in 2023 resulting in 82 residential lots.

Staff continues to work with developers regarding new residential developments which will proceed through the Major Subdivision process in the coming months. We currently have Five projects at various stages of the platting process. These projects contain a combined total of 86 additional residential lots. Those developments represent additional population growth occurring in Christian County near the existing city limits of Nixa and Ozark as well as in the Clever and Billings areas. If we reasonably assume that these current projects have their respective plats approved in 2024 and add a typical annual amount of administrative minor subdivision lots, the County can look forward to another year of continued growth in terms of creating new parcels and lots for residential development.

This all suggests that the building inspectors will continue to have a steady supply of residential inspections to perform for the foreseeable future.

Commercial Development

While our office continues to work with developers on various prospective and ongoing projects throughout the County, the lack of public sewer and water infrastructure in the unincorporated county limits the desirability for some businesses to locate outside the urbanized core. As always, we regularly work with the Cities of Ozark and Nixa through our Urban Service Area Agreement referring potential commercial projects which could be developed utilizing municipal water and sewer.

Despite this lack of desirable utility infrastructure, we did facilitate several projects throughout the year which contributed to growth in the commercial sector.

- An O’Riley Automotive store on CC Hwy
- Fremont Hills City Hall
- A new 12,300 square foot \$3.5 million White River Electric Cooperative facility just east of Ozark on Hwy 14.
- A large mini storage facility on Rose Hill Rd. in the Billings area
- Commercial remodel of the Old Motor Company building in Billings
- Ongoing addition and remodel of Fire Station on Hwy W

Code Enforcement

Our office routinely fields calls from citizens who wish to file a complaint or report a violation of one or more of our adopted regulations. After collecting information about the situation and making on-site investigations from the public right-of-way, we will find that some cases involve aspects which are addressed within the regulations while others may not.

The table below summarizes the cases where we were able to take some level of action toward the simple goal of compliance.

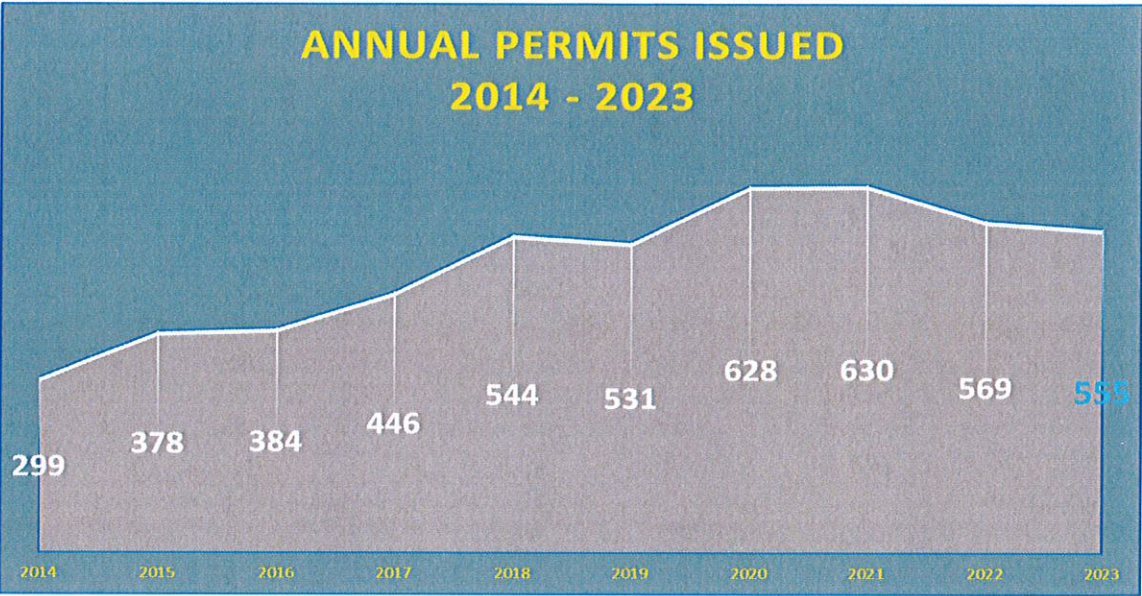
Total Violation Notices sent out		34	Disposition of Violations	
Violations Cited			Violations forwarded to prosecutor	3
Stationary Vehicles	15		Court proceedings attended	5
Using RV as living quarters	7		Open cases	6
Unlawful Operation of a business	2		Closed cases	22
Trash/Debris	4			
Overgrown Grass/ Weeds	5		Summary	
Land disturbance w/o permit	1		Notices issued	33
			Unfounded complaints	5
			Total Violations Investigated	38

The numbers above do not include the numerous complaint related calls and inquiries our staff receive regularly, which are addressed or resolved without escalating to formal complaints or notices of violation being sent out.

Building Inspections

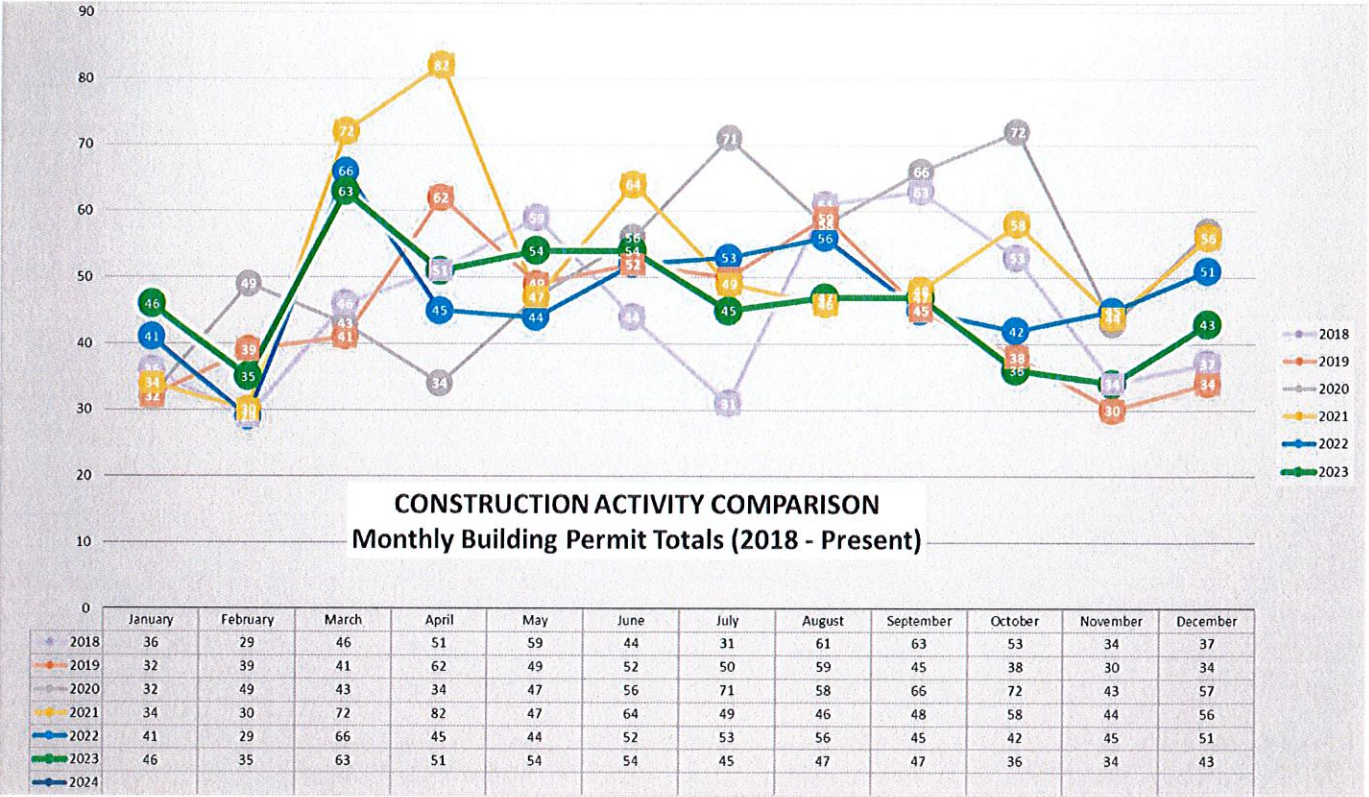
While the climate for construction in Christian County during 2023 remained strong, our department did experience a slight decline in the overall number of permits issued over the course of the year. The department issued 555 permits over the course of 2023. Despite this slight decline in overall activity, it was still a strong year. The declines we have seen are in both the number of new residential projects and also the average size of homes. This is surely impacted by the current interest rates along with increased costs of materials and labor. Over the 4th quarter, we issued 113 permits which was our slowest 4th quarter total since 2019. This capped a second half of 2023 which was slightly slower than the first half as the department issued the majority of its total permits between January and June. This gradual decline may likely continue absent any significant economic changes at the regional or national level.





Throughout the year, the Building Inspections staff performed very well in keeping up with the relatively strong construction environment in Christian County. One of our full-time inspectors was limited during the second half of the year due to a serious health issue. Our team did a great job in finding ways to cover all inspections in a timely manner during this period.

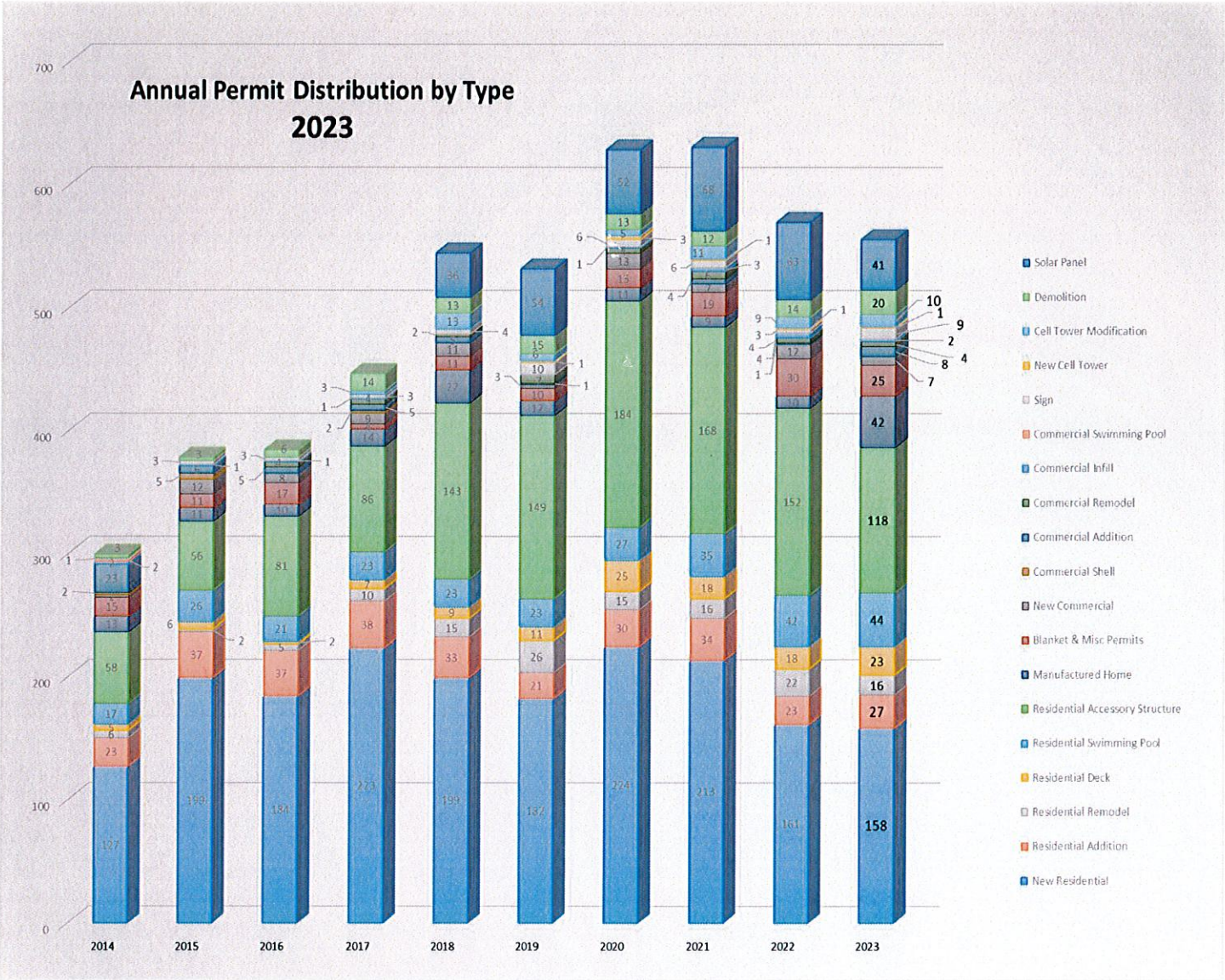
The movement of Carrie Reed taking over as the department’s Permit Tech has been a huge success. She has done an excellent job in this new role.



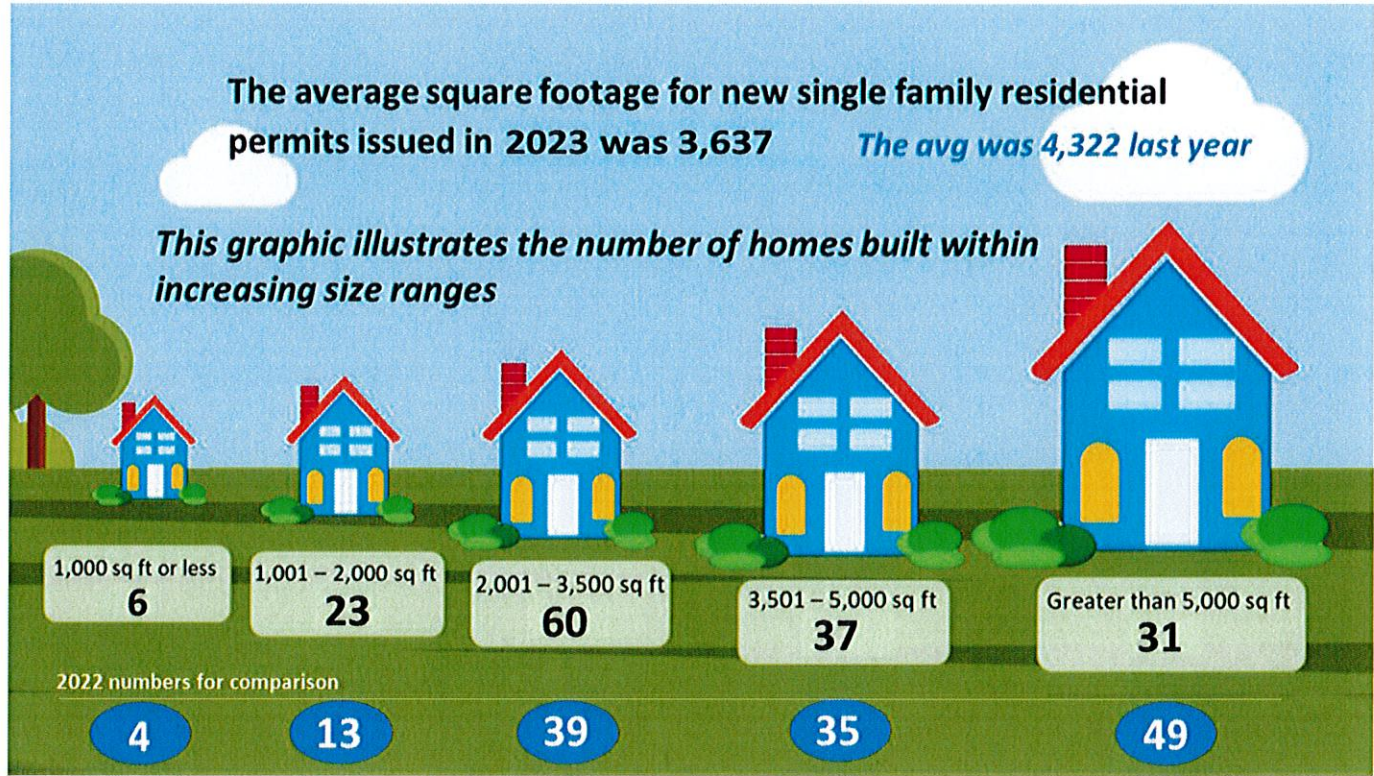
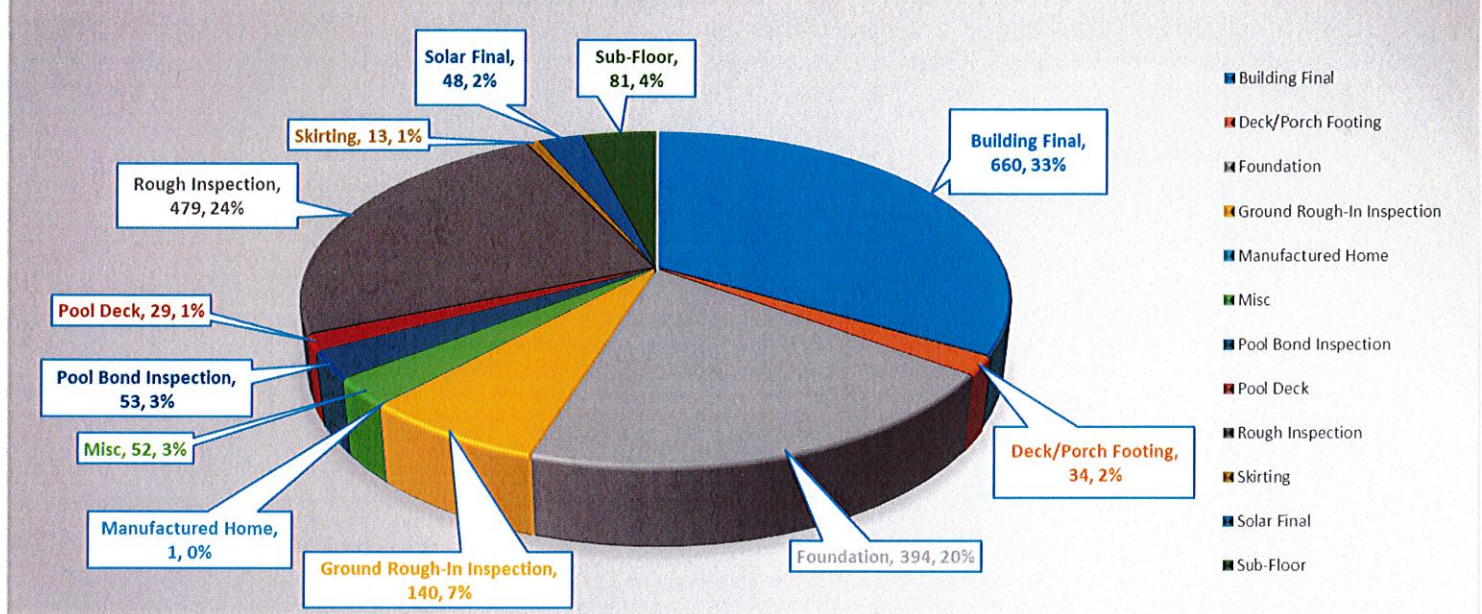
Over the course of 2023, our inspectors performed a total of 2,077 construction related inspections along with an additional 360 pre-construction site inspections.

Collectively our Inspectors logged 43,977 miles while performing inspections which helps illustrate the time and expense required to provide inspection services covering the 560 square miles within the County borders.

The following charts illustrate the dispersion of projects for which permits were issued by our Building Inspections Department as well as the type of inspections performed.

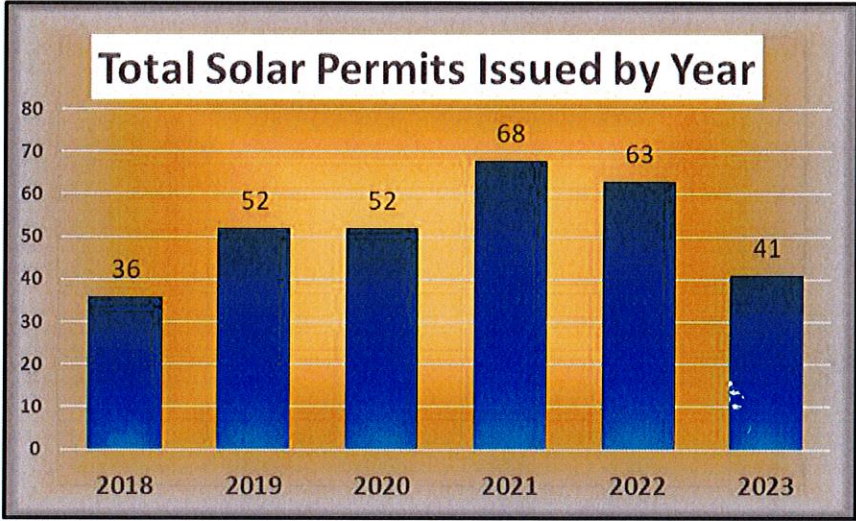


2023 INSPECTIONS BY TYPE



The graphic above gives some insight into the type of new residential construction taking place in the County. 2023 brought a dramatic shift in the average square footage of new residences. While the overall number of new residences is comparable, it's clear that the trend was toward more modest dwellings.

We are continuing to track the growth in the number of permits issued for solar panel installation. In 2023, 41 solar panel permits were issued which is a significant decline from 2022.



Recycling Center

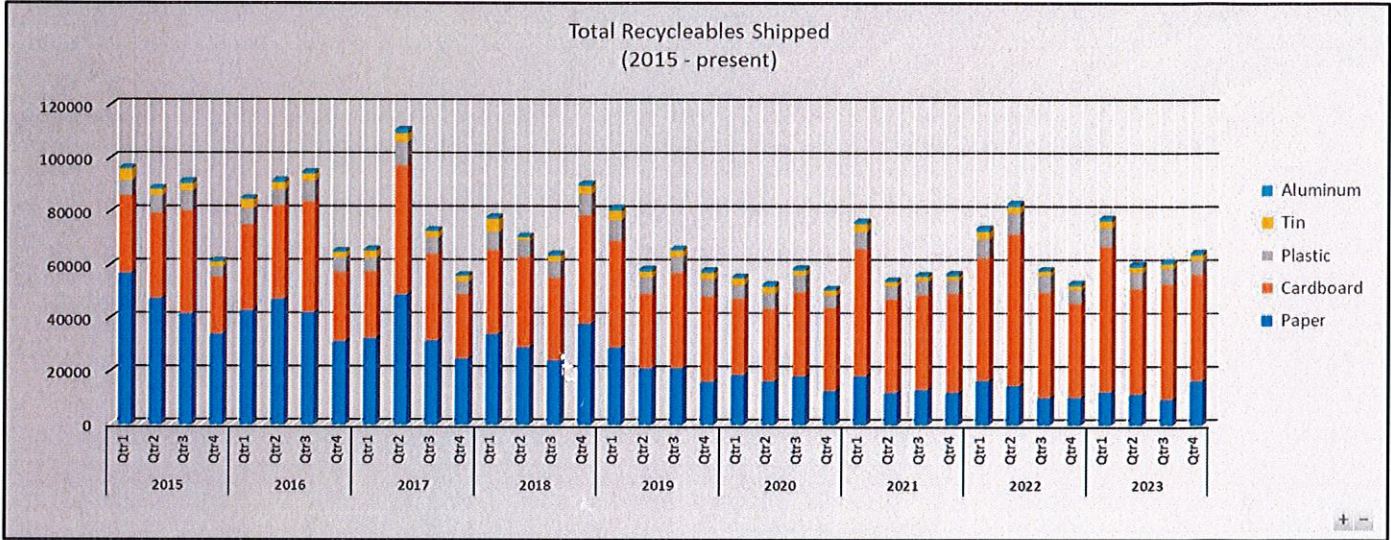
Lee and Bobby at the recycling center continued to do a great job every day operating and maintaining this facility. These men are also tasked with transporting collected materials from our remote drop off sites in Sparta and Billings as well as making smaller pickups from County buildings and other various local businesses with significant amounts of materials.



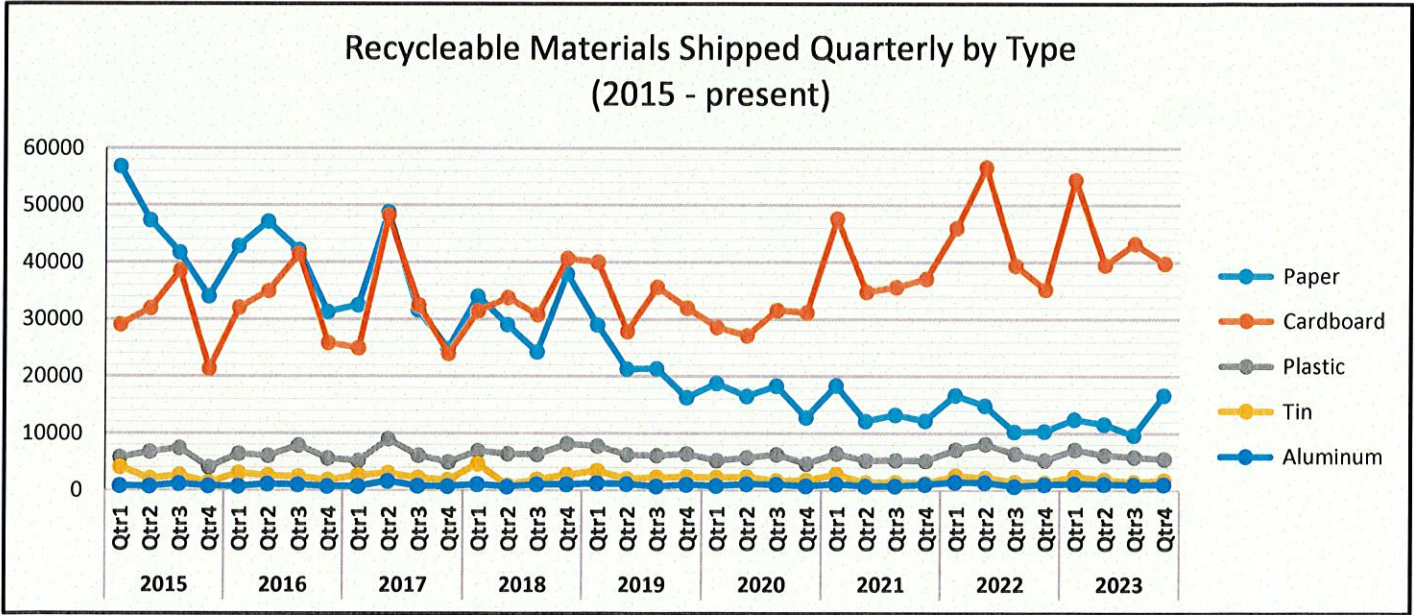
In addition to serving as a place where materials are diverted from landfills for re-use, our Recycling Center also provides opportunities for citizens to fulfill their Court mandated community service requirements. Over the course of 2023, 44 individuals were able to have their time working at the Recycling Center verified and reported to the Court.

Collections

Collections during 2023 were again slightly higher than the preceding year. The Recycling Center reported shipping a total of 263,934 lbs of materials which is nearly identical to the previous year's totals.



This chart shows the continued increase in cardboard collections versus the ongoing decline in paper. We did, however, see an unusual spike in the third quarter.



In November we submitted a grant application to the Ozarks Headwaters Recycling District (District O) for some new and durable self-dumping hopper containers. This equipment will be a perfect fit with our newer electric forklift and be part of our efficiency plans for the new recycling center location.

Environmental



The end of the floodplain mapping update project was finally completed in 2023. The Commission approved an Order to adopt a revised Floodplain Ordinance which references the new maps.

Work also continues on the countywide stormwater improvements project. The County Commission has had an opportunity to review the various potential projects. Now, based upon the projected impact and and comparison with other viable projects and the amount of funding which has been designated for this purpose, selections will be made and work will take place in 2024.

Our Facility at 1106 W. Jackson

Throughout 2023 we hosted a variety of groups using the facility for meetings. As a means of reducing risk to employees and visitors we have continued to encourage best practices by providing hand sanitizer and masks.

Examples of functions held in our large meeting room include:

- Benefits enrollment meetings
- Wellness screenings
- HR Sexual harassment training
- Political party committee meetings
- Election Judge training
- CERT training events
- SMCC Board meeting Multiple training events for Sheriff’s office
- Regular P&Z and BOA hearings
- ARPA Stormwater project work sessions

Todd M Wiesehan
Director, Resource Management Department



Recording Date/Time: 01/18/2024 at 02:43:59 PM

Instr #: 2024L00639

Book: 2024 Page: 631

Pages: 4

Fee: \$33.00 S 20240000577

Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 9th day of January, 2024, by and between **KENT O. HEDGPETH and PAMELA S. HEDGPETH**, trustees of the **HEDGPETH FAMILY TRUST**, dated December 6, 2019, of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said **Grantee**, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Willoughby, Rd
Common 2

1/4

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

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

KENT O. HEDGPETH and PAMELA S.
HEDGPETH, trustees of the HEDGPETH
FAMILY TRUST, dated December 6, 2019


KENT O. HEDGPETH


PAMELA S. HEDGPETH

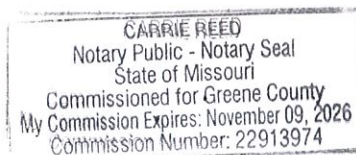
STATE OF MISSOURI)
) SS
COUNTY OF Greene CHRISTIAN)

On this 9 day of January, 2024, before me appeared **KENT O. HEDGPETH and PAMELA S. HEDGPETH, trustees of the HEDGPETH FAMILY TRUST, dated December 6, 2019**, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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

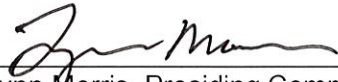

Notary Public
Carrie Reed
(Printed Name)

My Commission Expires:



The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

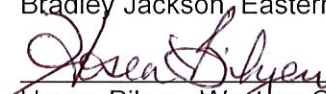
Passed, Approved, and Adopted this 18th day of January, 2024.



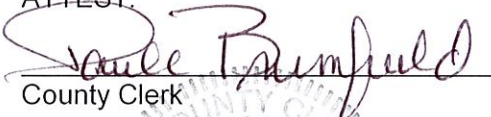
Lynn Morris, Presiding Commissioner

Absent

Bradley Jackson, Eastern Commissioner



Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



Exhibit "A"

Property Boundary Description of Addition right of way

A part of the Southwest Quarter of the Southeast Quarter of Section 21, Township 27 North, Range 23 West, in Christian County, Missouri, being more particularly described as beginning at the Southwest corner of said Southwest Quarter of the Southeast Quarter, thence along the West line thereof North $02^{\circ}11'56''$ East a distance of 25.51 feet; thence South $89^{\circ}06'08''$ East a distance of 1324.05 feet to the East line of said Southwest Quarter of the Southeast Quarter; thence along said East line South $01^{\circ}51'08''$ West a distance of 28.98 feet to the Southeast Corner of said Southwest Quarter of the Southeast Quarter; thence along the South line thereof North $88^{\circ}57'08''$ West a distance of 1324.15 feet to the point of beginning.



Recording Date/Time: 01/18/2024 at 02:43:59 PM

Instr #: 2024L00638

Book: 2024 Page: 630

Pages: 4

Fee: \$33.00 S 20240000577



COURTHOUSE CHRISTIAN COUNTY MISSOURI

Kelly Hall
Recorder of Deeds**RIGHT OF WAY DEED**

THIS DEED is made and entered into this 28 day of December, 2023, by and between **ORCHID SOLLER, trustee of the ORCHID SOLLER REVOCABLE LIVING TRUST, dated October 5, 2023**, of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

OLD PROSPECT RD
COMMON 1

1/4

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

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

**ORCHID SOLLER, trustee of the ORCHID
SOLLER REVOCABLE LIVING TRUST,
dated October 5, 2023**

Orchid Soller
ORCHID SOLLER

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 28 day of December, 2023, before me appeared **ORCHID SOLLER, trustees of the ORCHID SOLLER REVOCABLE LIVING TRUST, dated October 5, 2023**, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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

Sayer R. Lee
Notary Public
Sayer R. Lee
(Printed Name)

SAYER R. LEE
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: April 19, 2026
Commission Number: 15403243

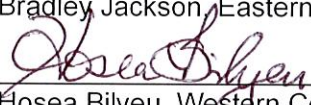
My Commission Expires:

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



EXHIBIT "A"

REGARDING OLD PROSPECT ROAD

A right-of-way described as commencing at the Southwest corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 1, Township 26N, Range 21W, Christian County, Missouri; thence along the South line of said Northwest Quarter of the Southeast Quarter S89°11'29"E 661.62 feet for a true point of beginning; Thence continuing S89°11'29"E 391.71 feet; thence N01°41'59"E 27.00 feet; thence N89°11'28"W 392.47 feet; thence S00°05'42"W 27.00 feet to the point of beginning.





Recording Date/Time: 01/18/2024 at 02:43:59 PM

Instr #: 2024L00637

Book: 2024 Page: 629

Pages: 4

Fee: \$33.00 S 20240000577

COURTHOUSE CHRISTIAN COUNTY MISSOURI

Kelly Hall
Recorder of Deeds

RIGHT OF WAY DEED

THIS DEED is made and entered into this 19th day of December, 2023, by and between **MARIBETH GARDNER, A MARRIED PERSON** of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Phillips Rd

Common 2

1/4

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

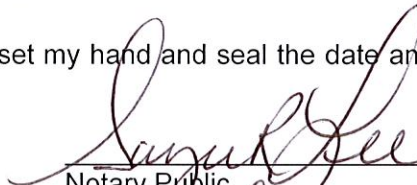
IN WITNESS WHEREOF, the undersigned Grantor(s) has signed this deed the day and year first above written.


MARIBETH GARDNER

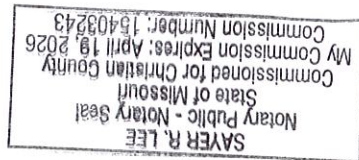
STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 19 day of December, 2023, before me personally appeared MARIBETH GARDNER, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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


Notary Public
Sayer R. Lee
(Printed Name)

My Commission Expires:



The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.

[Signature]
Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner

[Signature]
Hosea Bilyeu, Western Commissioner

ATTEST:

[Signature]
County Clerk



EXHIBIT A

RIGHT-OF-WAY TRACT DESCRIPTION:

A PART OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION THIRTY-THREE (33), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-TWO (22), IN CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIN MONUMENT SET AT THE SOUTHWEST CORNER, SAID SEC. 33, THENCE N 01°37'57" E ALONG THE WEST LINE OF THE S1/2 OF THE SW1/4 OF THE SW1/4, SAID SEC. 33, 661.24 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF THE S1/2 OF THE SW1/4 OF THE SW1/4, SAID SEC. 33; THENCE S 88°43'51" E ALONG THE NORTH LINE OF THE S1/2 OF THE SW1/4 OF THE SW1/4, SAID SEC. 33, 23.21 FEET TO AN IRON PIN; THENCE S 01°37'44" W, 661.24 FEET TO AN IRON PIN SET ON THE SOUTH LINE OF THE SW1/4 OF THE SW1/4, SAID SEC. 33; THENCE N 88°42'54" W ALONG THE SOUTH LINE OF THE SW1/4 OF THE SW1/4, SAID SEC. 33, 23.25 FEET TO THE POINT OF BEGINNING.



Recording Date/Time: 01/18/2024 at 02:43:59 PM

Instr #: 2024L00636

Book: 2024 Page: 628

Pages: 4

Fee: \$33.00 S 20240000577



COURTHOUSE CHRISTIAN COUNTY MISSOURI

Kelly Hall
Recorder of Deeds

RIGHT OF WAY DEED

THIS DEED is made and entered into this 13th day of December, 2023, by and between **MONTY LANE ELLINGSWORTH, A SINGLE PERSON** of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Hawthorne Rd

Common 2

1/4

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

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

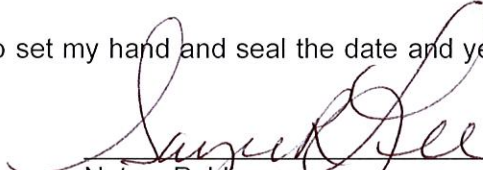


MONTY LANE ELLINGSWORTH

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 13 day of December, 2023, before me personally appeared MONTY LANE ELLINGSWORTH, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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



Notary Public
Sayer R. Lee

(Printed Name)

My Commission Expires:

SAYER R. LEE
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: April 19, 2026
Commission Number: 15403243

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

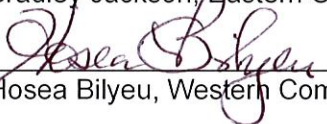
Passed, Approved, and Adopted this 18th day of January, 2024.



Lynn Morris, Presiding Commissioner

Absent

Bradley Jackson, Eastern Commissioner



Hosea Bilyeu, Western Commissioner

ATTEST:



County Clerk



EXHIBIT “ A ”

REGARDING HAWTHORNE ROAD

A right-of-way located in the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) all in Section 36, Township 26N, Range 22W, Christian County, Missouri, described as commencing at the Southeast corner of said Southwest Quarter of the Southeast Quarter; thence along the South line of said Section 36 S89°53'51"W 1266.08 feet for a true point of beginning; Thence continuing S89°53'51"W 200.00 feet; thence N31°03'53"E 38.56 feet; thence N89°40'46"E 184.55 feet; thence S07°31'10"W 34.00 feet to the point of beginning.





Recording Date/Time: 01/18/2024 at 02:43:59 PM

Instr #: 2024L00635

Book: 2024 Page: 627

Pages: 4

Fee: \$33.00 S 20240000577

COURTHOUSE CHRISTIAN COUNTY MISSOURI



RIGHT OF WAY DEED

THIS DEED is made and entered into this 1st day of December, 2023, by and between **JEANNE BURKHART, A SINGLE PERSON** of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Colombo Rd

Common 1

1/4

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

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

Jeanne Burkhart
JEANNE BURKHART

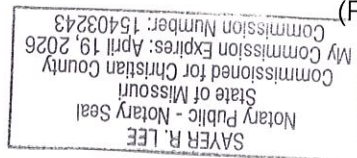
STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 7 day of December, 2023, before me personally appeared JEANNE BURKHART, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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

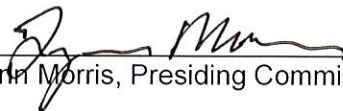
Sayer R. Lee
Notary Public
Sayer R. Lee
(Printed Name)

My Commission Expires:

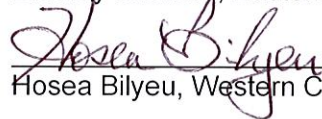


The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



EXHIBIT A

DESCRIPTION OF RIGHT-OF-WAY TRACT:

A PART OF THE EAST ONE-HALF (E1/2) OF LOT No. 1 OF THE FRACTIONAL NORTHWEST ONE-QUARTER (NW1/4) OF SECTION SIX (6), TOWNSHIP TWENTY-SEVEN NORTH (T27N), RANGE TWENTY WEST (R20W) OF THE 5th. P.M. IN CHRISTIAN COUNTY, MISSOURI DESCRIBED AS FOLLOWS: COMMENCING AT AN EXISTING IRON PIN MONUMENT SET AT THE NORTHWEST CORNER OF THE E1/2 OF LOT No. 1 OF THE FRACTIONAL NW1/4, SAID SEC. 6, THENCE S01°17'30"W ALONG THE WEST LINE OF THE E1/2 OF LOT No. 1 OF THE FRAC. NW1/4, SAID SEC. 6, 59.96 FEET TO AN IRON PIN AND SAID IRON PIN MARKS THE TRUE POINT OF BEGINNING OF SAID RIGHT-OF-WAY TRACT; THENCE N01°17'30"E ALONG SAID WEST LINE, 18.20 FEET TO AN IRON PIN; THENCE ALONG A NON-TANGENT 116.42 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 50.05 FEET, WITH A CHORD BEARING OF S10°31'43"E, WITH A CHORD LENGTH OF 49.66 FEET TO AN IRON PIN; THENCE S01°47'13"W, 424.25 FEET TO AN IRON PIN; THENCE ALONG A 55.67 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 82.58 FEET, WITH A CHORD BEARING OF S40°42'24"E, WITH A CHORD LENGTH OF 75.22 FEET TO AN IRON PIN; THENCE S83°12'01"E, 255.13 FEET TO AN IRON PIN; THENCE ALONG A 2432.10 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 199.10 FEET, WITH A CHORD BEARING OF S80°51'18"E, WITH A CHORD LENGTH OF 199.04 FEET TO AN IRON PIN; THENCE S78°30'36"E, 47.13 FEET TO AN IRON PIN; THENCE ALONG A 489.80 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 70.67 FEET, WITH A CHORD BEARING OF S82°38'37"E, WITH A CHORD LENGTH OF 70.61 FEET TO AN IRON PIN; THENCE S86°46'38"E, 366.38 FEET TO AN IRON PIN; THENCE S00°54'22"W, 7.82 FEET TO AN IRON PIN; THENCE N86°39'58"W, 382.38 FEET TO AN IRON PIN; THENCE ALONG A NON-TANGENT 414.64 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 56.15 FEET, WITH A CHORD BEARING OF N82°51'02"W, WITH A CHORD LENGTH OF 56.11 FEET TO AN IRON PIN; THENCE N78°52'58"W, 48.13 FEET TO AN IRON PIN; THENCE ALONG A NON-TANGENT 4679.31 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 274.16 FEET, WITH A CHORD BEARING OF N80°33'18"W, WITH A CHORD LENGTH OF 274.12 FEET TO AN IRON PIN; THENCE N82°15'26"W, 199.97 FEET TO AN IRON PIN; THENCE ALONG A NON-TANGENT 40.61 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 58.36 FEET, WITH A CHORD BEARING OF N40°11'24"W, WITH A CHORD LENGTH OF 53.47 FEET TO AN IRON PIN; THENCE N01°48'45"E, 438.93 FEET TO AN IRON PIN; THENCE ALONG A NON-TANGENT 110.12 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 30.68 FEET, WITH A CHORD BEARING OF N06°06'03"W, WITH A CHORD LENGTH OF 30.58 FEET TO THE POINT OF BEGINNING.



Recording Date/Time: 01/18/2024 at 02:39:35 PM

Instr #: 2024L00626

Book: 2024 Page: 618

Pages: 4

Fee: \$33.00 \$ 20240000574

COURTHOUSE CHRISTIAN COUNTY MISSOURI

Kelly Hall
Recorder of Deeds

RIGHT OF WAY DEED

THIS DEED is made and entered into this 1st day of December, 2023, by and between **VASILY FOKIN, A SINGLE PERSON** of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

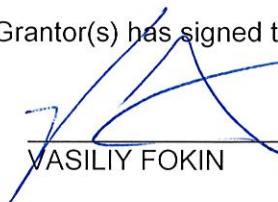
TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said **Grantee**, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

*Mueler Rd**Common 1**1/4*

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

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

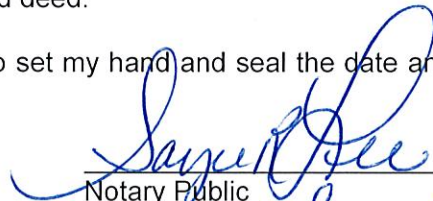


VASILII FOKIN

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 1 day of December, 2023, before me personally appeared VASILII FOKIN to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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



Notary Public
Sayer R. Lee

(Printed Name)

My Commission Expires:

SAYER R. LEE
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: April 19, 2026
Commission Number: 15403243

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

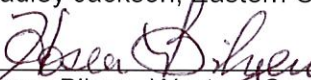
Passed, Approved, and Adopted this 18th day of January, 2024.



Lynn Morris, Presiding Commissioner

Absent

Bradley Jackson, Eastern Commissioner



Hosea Bilyeu, Western Commissioner

ATTEST:



County Clerk



EXHIBIT " A "

REGARDING MUELER ROAD

A RIGHT-OF-WAY DESCRIBED AS THE NORTH 28.00 FEET OF LOT 11 AND THE NORTH 28.00 FEET OF THE WEST 132 FEET OF LOT 10 OF MCCRACKEN ACRES SUBDIVISION, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER (NE1/4 SW1/4) OF SECTION 32, TOWNSHIP 27N, RANGE 20W OF THE 5TH P.M., AS FILED IN PLAT BOOK D AT PAGE 22 IN THE CHRISTIAN COUNTY RECORDER'S OFFICE.





Recording Date/Time: 01/18/2024 at 02:39:35 PM

Instr #: 2024L00627

Book: 2024 Page: 619

Pages: 4

Fee: \$33.00 & 20240000574

Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED (LLC)

THIS DEED is made and entered into this 27th day of November, 2023, by and between **D & P DEVELOPMENT, LLC**, a Limited Liability Company organized under the laws of the State of Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to him/her paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

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

Union Chapel Rd
&
Maynard Rd
Common 2

1/4

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

D & P DEVELOPMENT, LLC

David Emerson
David Emerson, Member

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 27 day of November 2023, before me, a Notary Public in and for said state, personally appeared David Emerson, to me personally known, who, being by me duly sworn did say that he/she/they are the Managing Member(s) of between D & P DEVELOPMENT, LLC, a Limited Liability Company of the State of Missouri, and that said document was signed in behalf of said Limited Liability Company by authority of its membership, and said Managing Member(s) acknowledged said document to be the free act and deed of said Limited Liability Company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

Sayer R. Lee
Notary Public
Sayer R. Lee
(Printed Name)

My Commission Expires:

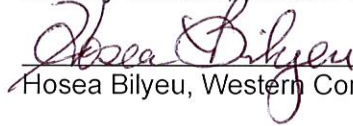
SAYER R. LEE
Notary Public - Notary Seal
State of Missouri
Commissioned for Christian County
My Commission Expires: April 19, 2026
Commission Number: 15403243

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



Exhibit "A"

DESCRIPTION OF RIGHT-OF-WAY FOR DEDICATION

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER (NW 1/4 - SE 1/4) OF SECTION 9, TOWNSHIP 27 NORTH, RANGE 22 WEST, CHRISTIAN COUNTY, MISSOURI, DESCRIBED AS COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG THE NORTH LINE THEREOF NORTH 89°54'26" EAST, 456.00 FEET FOR A TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°54'26" EAST, 862.39 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID EAST LINE SOUTH 0°34'08" EAST, 717.67 FEET; THENCE SOUTH 89°30'07" WEST, 25.00 FEET; THENCE NORTH 0°34'08" WEST, 676.70 FEET; THENCE SOUTH 88°34'37" WEST, 330.81 FEET; THENCE NORTH 89°56'36" WEST, 507.00 FEET; THENCE NORTH 0°06'17" WEST, 47.50 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.31 ACRES MORE OR LESS. SUBJECT TO RIGHT-OF-WAYS, EASEMENTS AND RESTRICTIONS OF RECORD.



Recording Date/Time: 01/18/2024 at 02:39:35 PM

Instr #: 2024L00628

Book: 2024 Page: 620

Pages: 4

Fee: \$33.00 & 20240000574



COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 22 day of November, 2023, by and between **JOE KINDRICK, trustees of the KINDRICK REVOCABLE TRUST**, dated August 5, 2022, of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Honeysuckle Rd

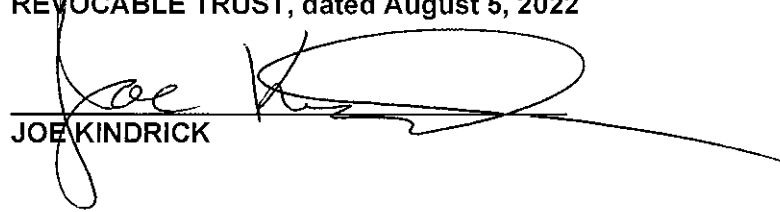
Common 2

1/4

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

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

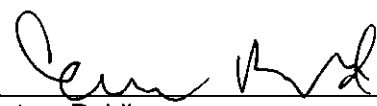
**JOE KINDRICK, trustees of the KINDRICK
REVOCABLE TRUST, dated August 5, 2022**


JOE KINDRICK

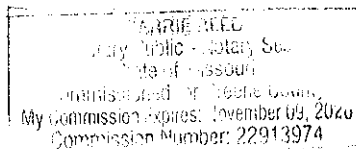
STATE OF MISSOURI)
 Greene)
COUNTY OF CHRISTIAN) SS

On this 22 day of November, 2023, before me appeared **JOE KINDRICK, trustees of the KINDRICK REVOCABLE TRUST, dated August 5, 2022**, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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


Notary Public
Carrie Reed
(Printed Name)

My Commission Expires:



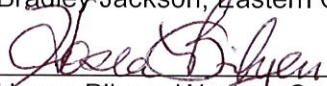
The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



EXHIBIT "A"

DESCRIPTION OF RIGHT-OF-WAY:

A STRIP OF LAND BEING A PART OF THE NORTH (N½) OF SECTION 10, TOWNSHIP 27 NORTH, RANGE 23 WEST OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI, THE BOUNDARY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE NORTHWEST CORNER OF SAID SECTION 10, THENCE S87°29'25"E, ALONG THE NORTH LINE OF SAID SECTION 10, 2553.16 FEET TO AN IRON PIN SET AT THE POINT OF BEGINNING; THENCE S87°29'25"E, ALONG THE NORTH LINE OF SAID SECTION 10, 330.00 FEET TO AN IRON PIN; THENCE S02°30'35"W, 24.69 FEET; THENCE N87°17'19"W, 330.00 FEET; THENCE N02°30'35"E, 23.53 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



Recording Date/Time: 01/18/2024 at 02:39:35 PM

Instr #: 2024L00629

Book: 2024 Page: 621

Pages: 4

Fee: \$33.00 & 20240000574

COURTHOUSE CHRISTIAN COUNTY MISSOURI



RIGHT OF WAY DEED

THIS DEED is made and entered into this 25th day of October, 2023, by and between **MONTY LANE ELLINGSWORTH, A SINGLE PERSON** of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said **Grantee**, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Hawthorne Rd

Common 2

1/4

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

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


MONTY LANE ELLINGSWORTH

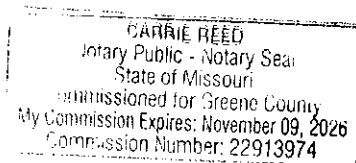
STATE OF MISSOURI)
)
COUNTY OF Greene) SS
)
)
COUNTY OF ~~CHRISTIAN~~)

On this 25 day of October, 2023, before me personally appeared MONTY LANE ELLINGSWORTH, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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


Notary Public
Carrie Reed
(Printed Name)

My Commission Expires:



The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

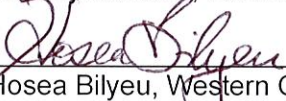
Passed, Approved, and Adopted this 18th day of January, 2024.



Lynn Morris, Presiding Commissioner

Absent

Bradley Jackson, Eastern Commissioner



Hosea Bilyeu, Western Commissioner

ATTEST:



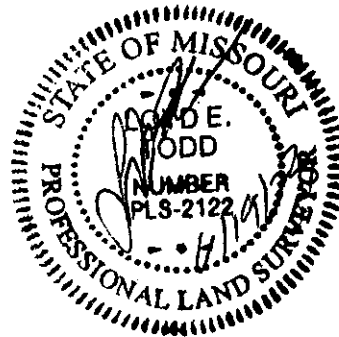
County Clerk



EXHIBIT " A "

REGARDING HAWTHORNE ROAD

A right-of-way described as commencing at the Southeast corner of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 36, Township 26N, Range 22W, Christian County, Missouri; thence along the South line of said Southwest Quarter of the Southeast Quarter S89°53'51"W 545.53 feet for a true point of beginning; Thence continuing S89°53'51"W 720.55 feet; thence N07°31'10"E 34.00 feet; thence S89°58'00"E 716.14 feet; thence S00°04'19"W 32.00 feet to the point of beginning.





Recording Date/Time: 01/18/2024 at 02:40:27 PM

Instr #: 2024L00632

Book: 2024 Page: 624

Pages: 4

Fee: \$33.00 S 20240000576

Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 2nd day of October 2023, by and between **KENNETH D. BURFIELD and CINDY L. BURFIELD, HUSBAND AND WIFE** Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Black foot Rd

Common 1

1/4

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

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


KENNETH D. BURFIELD


CINDY L. BURFIELD

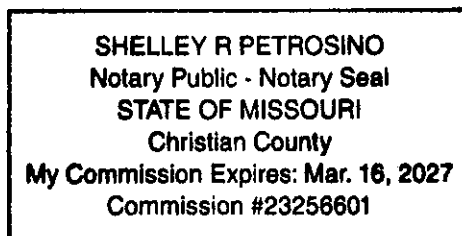
STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 2nd day of October, 2023, before me personally appeared between, **KENNETH D. BURFIELD and CINDY L. BURFIELD, HUSBAND AND WIFE** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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


Notary Public
SHELLEY R. PETROSINO
(Printed Name)

My Commission Expires: 3/16/2027

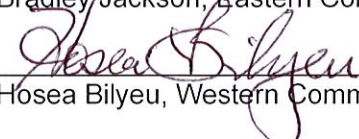


The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



EXHIBIT A

RIGHT-OF-WAY TRACT:

A PART OF THE SOUTH ONE-HALF (S1/2) OF THE SOUTHEAST ONE-QUARTER (SE1/4) OF THE SOUTHEAST ONE-QUARTER OF SECTION THIRTY-ONE (31), TOWNSHIP TWENTY-EIGHT NORTH (T28N), RANGE EIGHTEEN WEST (R18W) OF THE 5th. P.M. IN CHRISTIAN COUNTY, MISSOURI; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON PIN AT THE SOUTHEAST CORNER OF THE SE1/4 OF THE SE1/4, SAID SEC. 31, THENCE THENCE N86°35'10"W ALONG THE SOUTH LINE OF THE SE1/4 OF THE SE1/4, SAID SEC. 31, 227.81 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE EASTERLY LINE OF BLACKFOOT ROAD AND SAID IRON PIN MARKS THE TRUE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT 167.78 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 139.45 FEET, WITH A CHORD BEARING OF N35°58'57"W, WITH A CHORD LENGTH OF 135.47 FEET; THENCE N59°47'31"W, 623.44 FEET; THENCE N66°39'41"W, 117.56 FEET; THENCE ALONG A 381.84 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 102.35 FEET, WITH A CHORD BEARING OF N58°58'56"W, WITH A CHORD LENGTH OF 102.05 FEET; THENCE N51°18'11"W, 43.17 FEET; THENCE ALONG A 143.17 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 63.31 FEET, WITH A CHORD BEARING OF N63°58'18"W, WITH A CHORD LENGTH OF 62.80 FEET; THENCE N76°38'26"W, 28.21 FEET; THENCE ALONG A 578.14 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 100.78 FEET, WITH A CHORD BEARING OF N81°38'04"W, WITH A CHORD LENGTH OF 100.65 FEET TO AN IRON PIN; THENCE S01°42'05"W, 35.29 FEET TO AN IRON PIN; THENCE N86°44'18"W, 50.00 FEET TO AN IRON PIN SET ON THE WEST LINE OF THE SE1/4 OF THE SE1/4, SAID SEC. 31; THENCE S01°42'05"W ALONG SAID WEST LINE, 16.67 FEET TO AN IRON PIN; THENCE N89°39'58"E, 14.38 FEET; THENCE ALONG A 528.14 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 126.22 FEET, WITH A CHORD BEARING OF S83°29'14"E, WITH A CHORD LENGTH OF 125.92 FEET; THENCE S76°38'26"E, 28.21 FEET; THENCE ALONG A 93.17 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 41.20 FEET, WITH A CHORD BEARING OF S63°58'18"E, WITH A CHORD LENGTH OF 40.87 FEET; THENCE S51°18'11"E, 43.17 FEET; THENCE ALONG A 431.84 FEET RADIUS CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 115.76 FEET, WITH A CHORD BEARING OF S58°58'56"E, WITH A CHORD LENGTH OF 115.41 FEET; THENCE S66°39'41"E, 114.56 FEET; THENCE S59°47'31"E, 620.44 FEET; THENCE ALONG A 117.78 FEET RADIUS CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 83.67 FEET, WITH A CHORD BEARING OF S39°26'29"E, WITH A CHORD LENGTH OF 81.92 FEET TO AN IRON PIN SET AT THE POINT OF INTERSECTION OF THE WESTERLY LINE OF BLACKFOOT ROAD WITH THE SOUTH LINE OF THE SE1/4 OF THE SE1/4, SAID SEC. 31; THENCE S86°35'10"E ALONG SAID SOUTH LINE, 52.80 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING.



Recording Date/Time: 01/18/2024 at 02:39:35 PM

Instr #: 2024L00630

Book: 2024 Page: 622

Pages: 4

Fee: \$33.00 & 20240000574

Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 11 day of September 2023, by and between **ROGER L. SMITH and CAROLYN L. SMITH, HUSBAND AND WIFE** Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Peachtree Dr

Common 2

1/4

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

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



ROGER L. SMITH

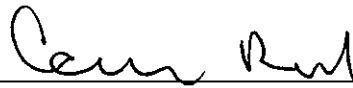


CAROLYN L. SMITH

STATE OF MISSOURI)
)
COUNTY OF Greene) SS
)

On this 11 day of Sept., 2023, before me personally appeared between, **ROGER L. SMITH and CAROLYN L. SMITH, HUSBAND AND WIFE** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

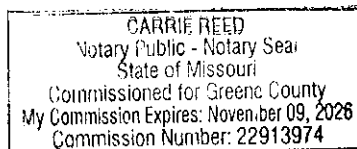
IN TESTIMONY WHEREOF, I hereunto set my hand and seal the date and year first above written.



Notary Public
Carrie Reed

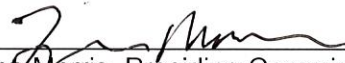
(Printed Name)

My Commission Expires:



The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

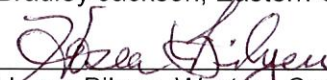
Passed, Approved, and Adopted this 18th day of January, 2024.



Lynn Morris, Presiding Commissioner

Absent

Bradley Jackson, Eastern Commissioner



Hosea Bilyeu, Western Commissioner

ATTEST:



County Clerk



EXHIBIT "A"

DESCRIPTION OF RIGHT OF WAY:

A PARCEL OF LAND BEING A PART OF THE NORTH HALF ($N\frac{1}{2}$) OF THE NORTHEAST QUARTER ($NE\frac{1}{4}$) OF THE SOUTHEAST QUARTER ($SE\frac{1}{4}$) OF SECTION 26, TOWNSHIP 26 NORTH, RANGE 22 WEST OF THE 5TH P.M. IN CHRISTIAN COUNTY, MISSOURI. THE BOUNDARY OF SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT AN ALUMINUM CAPPED PIN AT THE NORTHEAST CORNER OF THE $NE\frac{1}{4}$ OF THE $SE\frac{1}{4}$ OF SAID SECTION 26, THENCE $N89^{\circ}13'12''W$, ALONG THE NORTH LINE OF SAID $NE\frac{1}{4}$ OF THE $SE\frac{1}{4}$, 5.25 FEET; THENCE $S01^{\circ}54'40''W$, 670.03 FEET; THENCE $S89^{\circ}03'44''E$, 9.81 FEET; THENCE $N01^{\circ}31'17''E$, 669.99 FEET TO THE POINT OF BEGINNING. HAVING AN AREA OF 5043 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.



Recording Date/Time: 01/18/2024 at 02:40:27 PM

Instr #: 2024L00631

Book: 2024 Page: 623

Pages: 4

Fee: \$33.00 S 20240000576



COURTHOUSE CHRISTIAN COUNTY MISSOURI

Kelly Hall
Recorder of Deeds

RIGHT OF WAY DEED

THIS DEED is made and entered into this 5 day of September 2023, by and between **JUSTIN PEEBLES and LINDA PEEBLES, HUSBAND AND WIFE** Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Boaz Rd

Common 2

1/4

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

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



JUSTIN PEEBLES

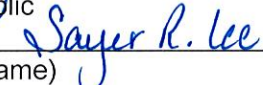

LINDA PEEBLES

STATE OF MISSOURI)
) SS
COUNTY OF CHRISTIAN)

On this 5 day of September, 2023, before me personally appeared between, **JUSTIN PEEBLES and LINDA PEEBLES, HUSBAND AND WIFE** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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



Notary Public


(Printed Name)

My Commission Expires:

SAYER R. LEE Notary Public - Notary Seal State of Missouri Commissioned for Christian County My Commission Expires: April 19, 2026 Commission Number: 15403243

The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.

Lynn Morris
Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner

Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

ATTEST:

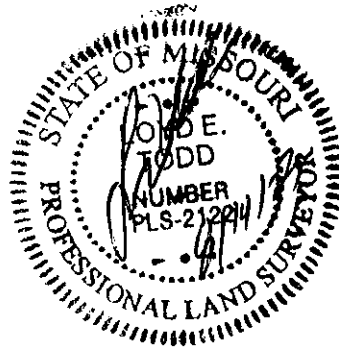
Paula Brumfield
County Clerk



EXHIBIT “ A ”

REGARDING BOAZ ROAD

A right-of-way described as beginning at the Northwest corner of the Northwest Quarter of the Southeast Quarter (NW1/4 SE1/4) of Section 25, Township 27N, Range 23W, Christian County, Missouri; thence along the West line of said Northwest Quarter of the Southeast Quarter S01°52'11"W 330.07 feet; thence S89°26'23"E 23.00 feet; thence N02°02'36"E 330.10 feet; thence N89°26'23"W 24.00 feet to the point of beginning.





Recording Date/Time: 01/18/2024 at 02:40:27 PM

Instr #: 2024L00633

Book: 2024 Page: 625

Pages: 4

Fee: \$33.00 S 20240000576

Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 30 day of August 2023, by and between **STEVEN MICHAEL JOHNSON and LORIE M. JOHNSON, HUSBAND AND WIFE** Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee", located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A"

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said **Grantee**, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

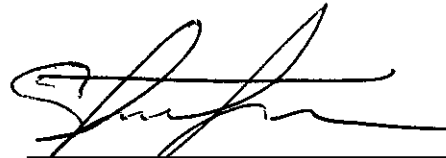
Braden Rd

Common 1

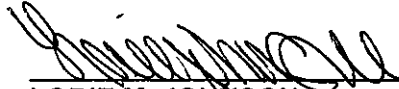
1/4

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

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



STEVEN MICHAEL JOHNSON

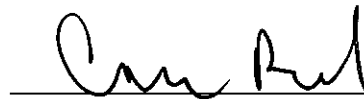


LORIE M. JOHNSON

STATE OF MISSOURI)
 Greene) SS
COUNTY OF ~~CHRISTIAN~~)

On this 30 day of August, 2023, before me personally appeared between, **STEVEN MICHAEL JOHNSON and LORIE M. JOHNSON, HUSBAND AND WIFE** to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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

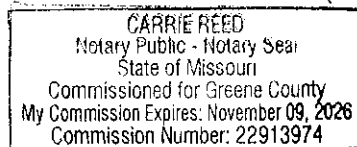


Notary Public

Carrie Reed

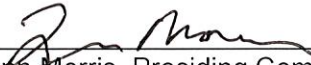
(Printed Name)

My Commission Expires:

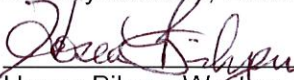


The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:

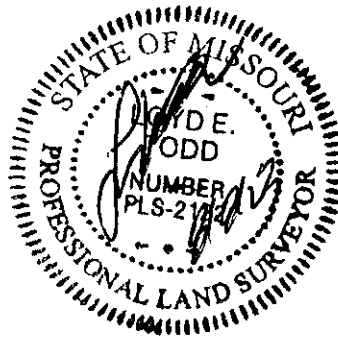

County Clerk



EXHIBIT "A"

REGARDING BRADEN ROAD

A right-of-way described as commencing at the Northwest corner of the West Half of the Southwest Quarter (W1/2 SW1/4) of Section 22, Township 27N, Range 19W, Christian County, Missouri; thence along the West line of said West Half of the Southwest Quarter S00°02'34"E 998.43 feet for a true point of beginning; Thence continuing S00°02'34"E 561.00 feet; thence S89°15'04"E 21.00 feet; thence N00°09'41"E 560.91 feet; thence N89°04'56"W 23.00 feet to the point of beginning.





Recording Date/Time: 01/18/2024 at 02:40:27 PM

Instr #: 2024L00634

Book: 2024 Page: 626

Pages: 4

Fee: \$33.00 S 20240000576

Kelly Hall
Recorder of Deeds

COURTHOUSE CHRISTIAN COUNTY MISSOURI

RIGHT OF WAY DEED

THIS DEED is made and entered into this 29 day of August, 2023, by and between **CONNIE THOMAS, A SINGLE PERSON** of Christian County, Missouri, hereinafter referred to as "Grantor", and **CHRISTIAN COUNTY, MISSOURI**, a political subdivision of the State of Missouri, its successors, administrators and assigns, all of which are hereinafter collectively referred to as "Grantee" located at 100 W. Church St., Rm 100, Ozark, MO 65721.

WITNESSETH, that the **Grantor**, in consideration of the sum of One and No/100 Dollars (\$1.00) and other good and valuable consideration to it paid by the **Grantee**, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell, convey, and confirm unto said **Grantee**, its successors and assigns, a Right of Way easement for construction, improvement, reconstruction and maintenance of a right of way for public use as a street, roadway thoroughfare or related purposes, including without limitation, the use of conduits, water, gas, sewer pipes, poles, wires, surface drainage facilities, ducts, cables on, over, along, across, and under the following described tracts or parcels of real estate in the County of Christian, State of Missouri, to-wit:

See Exhibit "A" attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD THE SAME, together with all and singular the rights, privileges and appurtenances and immunities thereunto belong or in any way appertaining, unto the said Grantee, and unto to its successors and assigns forever; the **Grantor** further covenanting on its part and on behalf of its heirs and assigns that it is lawfully seized of title to the real estate through which said easement is granted and that it has good and lawful right to convey said easement to the **Grantee** herein; that the premises are fee and clear of any encumbrances done or suffered by **Grantor** or those under whom **Grantor** claims; and that said **Grantor** will warrant and defend the title to the said premises unto the said **Grantee** and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and thereafter, special taxes and assessments becoming a lien after the date hereof, all covenants, restrictions, easements, reservations, and other matters of record and a billboard advertising sign lease applicable to the property.

GRANTOR, to the fullest extent allowed by law, including, without limitation, Section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

Old field Rd

Common 1

1/4

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

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

Connie Thomas
CONNIE THOMAS

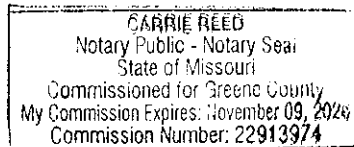
STATE OF MISSOURI)
 Greene) SS
COUNTY OF CHRISTIAN)

On this 29 day of August, 2023, before me personally appeared CONNIE THOMAS, to me personally known, who, being by me duly sworn, did state that he/she executed the foregoing instrument as his/her own free act and deed.

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

Carrie Reed
Notary Public
Carrie Reed
(Printed Name)

My Commission Expires:



The Christian County Commission hereby accepts the interest in real property conveyed by the Right-of-Way Warranty Deed from Grantor to Christian County, Missouri, as Grantee, for the property legally described above and hereby consents to the recordation of this Right-of-Way Warranty Deed.

Passed, Approved, and Adopted this 18th day of January, 2024.


Lynn Morris, Presiding Commissioner

Absent
Bradley Jackson, Eastern Commissioner


Hosea Bilyeu, Western Commissioner

ATTEST:


County Clerk



EXHIBIT A

DESCRIPTION OF RIGHT-OF-WAY TRACT:

A PART OF THE EAST ONE-HALF (E1/2) OF LOT No. 1 OF THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION FIVE (5), TOWNSHIP TWENTY-SIX NORTH (T26N), RANGE NINETEEN WEST (R19W) OF THE 5th. P.M. IN CHRISTIAN COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING MONUMENT BY PLS-2122 AT THE SOUTHWEST CORNER OF LOT No. 1 OF THE NW1/4 OF SAID SEC. 5, THENCE S88°25'44"E ALONG THE SOUTH LINE OF LOT No. 1 OF THE NW1/4, SAID SEC. 5, 2003.88 FEET TO A COTTON PICKER SPINDLE AND SAID COTTON PICKER SPINDLE MARKS THE TRUE POINT OF BEGINNING OF SAID RIGHT-OF-WAY TRACT; THENCE CONTINUING ALONG SAID SOUTH LINE S88°25'44"E, 416.03 FEET TO A COTTON PICKER SPINDLE; THENCE N02°06'30"E, 23.34 FEET TO AN IRON PIN; THENCE N88°40'04"W, 416.33 FEET TO AN IRON PIN; THENCE S01°21'39"W, 21.60 FEET TO THE ABOVE MENTIONED TRUE POINT OF BEGINNING.

4/4



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

January 18, 2024

Turn Key Health Clinics, LLC
19 NE 50th Street
Oklahoma City, OK 73105
Attn: Art Rose
artrose@turnkeyhealthclinics.com
Cell #417-773-7525
Office #405-516-0276

The Christian County Commission voted in session today to award Turn Key Health Clinics, LLC, a contract for RFP #2023-25 Inmate Medical & Pharmaceutical Services. This contract will begin on February 1, 2024, through January 31, 2025, with options to renew. Your point of contact will be Sheriff Brad Cole. Sheriff Cole can be reached at 417-582-5330.


Hosea Bilyeu
Western Commissioner

Date: 1-18-24


Lynn Morris
Presiding Commissioner

Date: 1/18/24

Absent
Bradley A. Jackson
Eastern Commissioner

Date: Absent

CHRISTIAN COUNTY, MISSOURI

Contract for

HEALTHCARE PERSONNEL AND ADMINISTRATION

At the

CHRISTIAN COUNTY DETENTION CENTER

For the

**CHRISTIAN COUNTY SHERIFF'S OFFICE
Brad Cole, Sheriff**

110 W. Elm Street, Suite 70
Ozark, MO 65721

This Contract is entered into between Christian County, Missouri on behalf of the Christian County Sheriff's Office ("Agency") and Turn Key Health Clinics, LLC ("Contractor"). The purpose of this Contract is to contract for the Healthcare Personnel and Administration at the Christian County Detention Center in Ozark, Missouri (herein called the "Facility") under the terms and conditions detailed in the Contract.

I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR

1.1 SCOPE OF CONTRACT

The Contractor shall be the supplier and/or coordinator of the health care delivery system at the Facility, as set forth herein. The Contractor shall be responsible for medical care for all inmates (except Work Release inmates who shall, when in the Facility, receive only emergency care from the provider) at the Facility up to the limits described in this Contract. The responsibility of the Contractor for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate.

The entire agreement will consist of the Contract Documents. The term "Contract Documents" shall include the Staffing Matrix attached hereto as Exhibit A. Additionally, the Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders / Amendments (as applicable), Agreement, Response to BAFO (if applicable), Request for BAFO (if applicable), Addenda to RFP, RFP, and the Agency's Proposal (but not the exceptions).

Definitions:

RFP / Addenda to RFP – RFP #2023-25 & Addendums 1&2

Change Order / Amendment – a change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO – the Best and Final offer of the Contractor that is in response to a Request for Proposal.

Request for BAFO – The document issued by Christian County that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

1.2 INSURANCE

The Contractor will carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually during the entire term and any renewal term of this Contract.

1.3 COMPLIANCE WITH APPLICABLE LAW

The Contractor will comply with the standards set forth by the Missouri Department of Health and Jail Standards for the State of Missouri for the duration of the term of this Agreement with the Agency.

1.4 CONTRACTOR COOPERATION

All Contractor personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Agency. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. The Agency agrees to perform such security checks in a timely manner and not unduly delay such checks.

1.5 PHARMACEUTICAL

The Contractor shall provide for pharmaceutical management services to assure the availability of prescribed medications within a reasonable time period of the order of issue being written except where such medications are not readily available in the local community. In order to facilitate the timely administration of medications, the Agency agrees to allow the use of an inmate's home medication, as appropriate, upon the verification of the medication by Contractor personnel.

The Contractor shall provide a method for the recording of the administration of medications by Agency and/or Contractor personnel on a pre-approved form that includes documentation of the fact that inmates are receiving and ingesting their prescribed medications. Medication administration and medication documentation training shall be made available for Agency staff, upon request, for times when Contractor personnel are not at the Facility to administer medications.

The Contractor will negotiate discounted rates with a pharmacy licensed in the State of Missouri. The Contractor will be responsible to pay the costs of all pharmaceutical as required by current applicable law and subject to the Maximum Liability provision listed in Subsection 1.9.

1.6 HOSPITALIZATION, OFF-SITE SERVICES AND SPECIALTY CARE

Contractor will arrange for hospitalization, off-site (outside the Facility) services, and specialty care for inmates who, in the opinion of the treating provider and/or the medical director, require treatment beyond what is provided at the Facility, including dental services. Contractor will defer claims for such services that can be paid by the patient or other responsible party. Claims for such services that are not paid by the patient or other responsible party shall be the responsibility of the Contractor, subject to the Maximum Liability provision listed in Subsection 1.9. However, nothing in this Subsection shall prevent or impede the Agency from transporting inmates whom the Agency determines, in its own discretion, to require emergent medical treatment outside of the Facility.

1.7 LABORATORY AND RADIOLOGY SERVICES

Contractor shall arrange laboratory and radiology services to be performed on-site (within the Facility) to the extent reasonably practicable. The Contractor shall make appropriate off-site arrangements for required laboratory and radiology services that cannot be rendered on-site. Contractor will arrange and coordinate with the Sheriff's Office for the transportation for such

off-site services. Contractor will defer claims for such services that can be paid by the patient or other responsible party. Claims for such services that are not paid by the patient or other responsible party shall be the responsibility of the Contractor, subject to the Maximum Liability provision listed in Subsection 1.9.

1.8 TRANSPORTATION

The cost of emergency medical transportation will be considered an off-site service per Section 1.6. Costs for such services shall be the responsibility of the Contractor, subject to the Maximum Liability provision listed in Subsection 1.9. All other non-emergent transportation relating to the provision of health services shall be also be the responsibility of the Agency, not the Contractor.

1.9 FINANCIAL LIABILITY FOR NON-CONTRACTOR SERVICES

Contractor's maximum liability for services pursuant to Sections 1.5, 1.6, 1.7, and 1.8, including but not limited to hospitalizations, inmate transportation, off-site medical care, diagnostic services, specialty consultation and services, off-site dental services, medical waste, medications, required prosthesis, and individual medical devices shall be \$33,000.00, and all financial liability in excess of the \$33,000.00 cap shall be the responsibility of the Agency, not the Contractor.

1.10 INMATES FROM OTHER JURISDICTIONS

The Contractor will provide on-site services for inmates incarcerated at the Facility for the Missouri Department of Corrections, Missouri municipalities, the U.S. Marshals, the Federal Bureau of Prisons, and/or other custodial jurisdictions. However, hospitalizations, off-site services, specialty services, and pharmaceutical costs associated with inmates from other jurisdictions shall not be the responsibility of the Contractor. The Contractor shall promptly notify the Jail Administrator for any needed pharmaceutical, specialty service or off-site services for such inmates and shall provide documentation of required treatment to the custodial jurisdiction as requested. Upon receipt, the Contractor shall submit all related bills to the Agency for appropriate processing.

1.11 IMMUNITY FROM LIABILITY

Up to the limits stated in Mo. Ann. Stat. § 537.610, the Contractor agrees to indemnify and to hold the Agency harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of the sole negligence of the Contractor or the Contractor's personnel to properly provide medical care or administration pursuant to the terms of this Contract; including but not limited to claims for violation of privacy, medical malpractice, governmental enforcement or remedial actions, federal or state discrimination claims and tort actions.

Immunity from liability and/or indemnity shall not extend to the Agency for the actions, omission of action, neglect, the prevention of any person from receiving medical care, or the lack of personnel training, by the Agency or any Agency personnel or agents.

The Contractor shall not be responsible for any claims arising from the negligence or torts on the part of the Agency or any Agency personnel or agents in promptly and/or accurately presenting a

person to the appropriate Contractor's personnel or independent contractors if it should have been reasonably known that the individual was in need of medical attention, or in denying the Contractor or its personnel access to treat any such individuals in need of medical attention. The Contractor shall not be responsible for the failure of the Agency or Agency personnel or agents to obtain emergency medical care in the event Contractor personnel are not available at the Facility.

The Agency shall hold harmless the Contractor and the Contractor's officers and personnel against any loss or damage, including attorney's fees or other litigation costs, caused or necessitated by the sole negligence of the Agency, Agency employees and agents, and/or other vendors which is related to medical treatment or care.

The terms and provisions of this Section 1.11 shall survive the termination of this Contract.

1.12 THIRD PARTY PAYORS

The Contractor shall assist with obtaining private health insurance information, whenever possible, to help ensure claims are billed appropriately for applicable off-site and specialty care medical expenses. However, in no event shall any patient be denied access to appropriate medical care due to a lack of insurance coverage, nor shall insurance coverage and/or a patient's financial condition be taken into consideration when rendering medical care or in the exercise of medical decision-making by the Contractor or its personnel.

1.13 INMATE MEDICAL FEE FOR SERVICE SYSTEM

The Contractor and Agency may implement an inmate fee for medical services program for medical encounters as directed by the Agency. Any inmate charges will be established by the Agency in accordance with Missouri State Statutes. Fees for services shall be collected directly by the Agency and will be utilized by the Agency. The Contractor will not be responsible to collect any of the fees from the inmates.

1.14 NEGOTIATION OF DISCOUNTS

Contractor shall use its best efforts to negotiate discounts for medical services and pharmaceuticals. The Agency will be allowed to use the contractual discounts negotiated by the Contractor.

1.15 PERSONNEL RECORD KEEPING

The Contractor shall, upon request, provide to the Agency proof of licenses and/or certificates for all Contractor professional staff. Personnel files of Contractor's employees assigned to the Facility shall be maintained at the Contractor's corporate office and shall be available to the Agency upon written request.

1.16 HEALTHCARE PERSONNEL SERVICES PROVIDED

All medical and mental health personnel providing services through the Contractor under this Contract shall be the employees and/or agents of the Contractor and not of the Agency. Such

individuals shall hereby be referred to as the "Healthcare Personnel". All wages, worker's compensation, insurance, benefits, vacations, and claims of any kind relating to the Healthcare Personnel provided by the Contractor shall be the sole responsibility of the Contractor and not of the Agency. Healthcare Personnel associated with the terms of this contract shall not include employees and/or agents of the Agency.

1. Contractor shall provide medical unit coverage pursuant to Exhibit A:
2. A physician or midlevel provider who will provide 24 hours a day, seven days a week, EMERGENCY on-call coverage for consultation on an as needed basis.
2. The Healthcare Personnel shall perform medical and dental intake screenings while at the Facility. Intake screenings performed by detention staff while Healthcare Personnel are not at the Facility shall be reviewed by Healthcare Personnel within forty-eight hours of being conducted. Inmates identified with significant health concerns will be scheduled for follow-up care, as appropriate.
3. Healthcare Personnel shall administer medications, as prescribed, while at the Facility;
4. Healthcare Personnel shall conduct sick call triage and follow-up, as indicated; and
5. Healthcare Personnel shall provide appropriate and timely response to medical needs and emergencies during regularly scheduled hours at the Facility.

1.17 SATISFACTION WITH HEALTHCARE PERSONNEL

In recognition with the sensitive nature of the Facility's operation, if the Agency becomes dissatisfied with any member of the Contractor's Healthcare Personnel, the Agency shall provide Contractor written notice of such dissatisfaction and the reason(s) therefore. Following receipt of such notice, Contractor shall use reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the Agency within ten (10) business days following the Contractor's receipt of the notice, Contractor shall remove the individual from providing services at the Facility within a reasonable timeframe considering the affects of such removal on Contractor's ability to deliver healthcare services and recruitment/hiring of an acceptable replacement.

1.18 POLICIES AND PROCEDURES / PROTOCOLS

A written manual of the Agency and Contractor's standardized policies and defined procedures will be available at all times for the Contractor's personnel. The Contractor's nursing protocols shall be devised and approved by a physician licensed in the State of Missouri. Policies and procedures and nursing protocols will be reviewed and revised as necessary.

1.19 NON-INMATE HEALTH SERVICES

Non-inmate health services shall be provided in the form of emergency care for Facility staff and visitors for the purpose of stabilizing the condition and arranging for transport. Emergency services include first aid, assessment, stabilization and the coordination of transport of

employees or visitors who become ill or injured in the Facility.

The Contractor shall make available the Hepatitis B vaccination program and annual Tuberculosis Skin Testing (TST) for all Facility staff as requested by the Sheriff. However, the Agency will bear the cost of the vaccine and serum.

1.20 EMERGENCY ASSISTANCE

The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Facility to the extent or degree required by policies and procedures.

1.21 TESTIFYING IN COURT

Contractor personnel shall be aware that they might, from time to time, be subpoenaed to testify in court or at a deposition regarding medical treatment. Contractor will keep the Agency informed of any and all requests.

1.22 MEDICAL RECORDS REQUIREMENTS

An electronic health record consistent with state regulations and community standards of practice shall be maintained for each inmate held beyond the first appearance in court for services rendered following the inmate's assignment to a housing area. These records shall be kept separate from the jail confinement records of the inmate on a server designated and owned by the Agency.

In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Agency such records and, upon request, provide copies. The Contractor additionally acknowledges compliance with and understanding of all applicable HIPAA requirements as they apply to correctional facilities.

The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the Contract are the property of the Christian County Sheriff's Office. The Contractor shall be considered the records custodian during the duration of the Contract. Upon the termination of this Contract, all inmate medical records shall remain in the care and custody of the Agency. Inactive medical records will be maintained in accordance with the laws of the State of Missouri.

The Contractor shall be responsible for costs associated with leasing and/or maintenance of the electronic health record software program. However, all costs associated with computer hardware and server maintenance and/or replacement and software other than the electronic health record program shall be the responsibility of the Agency.

II. DUTIES OF AGENCY

2.1 MONTHLY REIMBURSEMENT FOR SERVICES

The reimbursement for the Contract shall be paid by the Agency to the Contractor on a monthly basis. The monthly reimbursement for the month of February 2024 shall be in the amount of **Fifty-Eight Thousand, Seven Hundred and Sixty-Nine dollars and Eighty-Two cents (\$58,769.82)**. All monthly reimbursements shall be eligible to be pro-rated for any partial months and subject to any reconciliation as applicable. The first payment for the month of February 2024 shall be paid to the Contractor by the 1st day of March 2024 for the services administered in the month of February. All subsequent payments shall be paid in the full amount by the Agency to the Contractor by the 1st day of each month for services rendered the previous month.

This Agreement shall cover services provided by the Contractor for the Agency with a facility average daily population (ADP) up to 150 inmates. The ADP will be calculated as the monthly total for all inmates in the jail at 8:00am each day divided by the number of days in that month. Should the ADP exceed 150 inmates for three consecutive months, the Agency agrees to renegotiate the terms of the Contract in good faith.

The Contract shall be subject to an annual increase for the reimbursement for services in the amount not to exceed CPI beginning February 1, 2025 and each subsequent year thereafter.

2.2 USE OF FACILITY, EQUIPMENT AND SUPPLIES

The Agency shall be responsible for providing the non-exclusive use and access to certain office equipment (phones, computers, etc.), office supplies (chart folders, pens, paper, etc.) durable medical equipment (exam tables, sinks, cabinets, etc.), internet connectivity, and phone service required for the administrative operation of the medical unit. Agency agrees that the Contractor will be provided appropriate space in the Facility to perform all required duties and that the Contractor will be allowed use of the medical office areas, medical equipment, and medical supplies currently at the facility at the initiation of services.

In the event additional durable office or medical equipment needs to be purchased, or existing equipment needs to be repaired, it will be the Agency's responsibility to purchase/repair the required equipment, and it will be owned by the Agency. Provided that, Contractor shall provide and bear the cost of standard disposable medical supplies.

2.3 MEDICAL WASTE

The Agency shall be responsible to arrange for the disposal of medical waste, including infectious or hazardous medical waste. The material must be removed from the Facility and disposed of as regulated by federal, state and local laws. Costs for such services shall be the responsibility of the Agency.

III. CONTRACT TERM

The term of this Contract shall commence on February 1, 2024 and will continue through December 31, 2024. The Contract shall then be eligible for four (4) additional 1 year periods

upon mutual agreement of both parties.

IV. CONTRACT TERMINATION

4.1 TERMINATION

The Agency or Contractor may terminate the Contract for cause or out of convenience at any time by giving written notice to the Contractor of termination, which such notice shall be given not less than thirty (30) calendar days prior to the stated effective date of termination.

4.2 PAYMENT UPON TERMINATION

Upon termination of this Contract for any reason, prior to the end of the then existing term, the Contractor will be paid up to the effective termination date such sums and expenses, prorated as necessary, in accordance with those monthly fees described in paragraph 2.1.

4.3 PROPERTY UPON TERMINATION

All health records, Agency policies and procedures, and Agency manuals shall be the property of the Agency and, at the termination of the Contract, shall remain the property of the Agency without further obligation.

V. GENERAL TERMS AND CONDITIONS

5.1 ALTERATIONS TO CONTRACT

Any alterations, variations, modifications, or waivers of the provisions of the Contract will be valid only if they are reduced to writing, agreed upon by the parties, and attached to the original Contract.

5.2 FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

5.3 INDEPENDENT CONTRACTOR STATUS

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this Contract. Nothing in this Contract shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the Agency to exercise control or direction over the manner or methods by which the Contractor, its employees, agents or subcontractors perform hereunder, or the Contractor to exercise control or direction over the manner or methods by which the Agency and its employees, agents or subcontractors perform hereunder, other than as provided in this Contract.

5.4 SUBCONTRACTING

In order to discharge its obligation hereunder, the Contractor may engage certain physicians as independent contractors rather than employees ("Contract Professionals"). The Contractor shall not engage any Contract Professionals that do not meet the applicable professional licensing requirements and the Contractor shall exercise administrative supervision over such Contract Professionals as necessary to ensure the strict fulfillment of the obligations contained in this Contract. Services provided by Contract Professionals under this Contract shall be provided in a manner reasonably consistent with the independent medical judgment the Contract Professionals are required to exercise.

5.5 AGENCY STATUTORY DELEGATION

For purposes of asserting any statutory rights afforded to the Agency or the Facility to pay providers for medical services at certain reduced rates, Agency designates the Contractor as its agent to assert such rights and privileges.

5.6 EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. Contractor will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

5.7 WAIVER OF BREACH

The waiver of either party of a breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.

5.8 NOTICES

Any notice of termination, requests, demands or other communications under this Contract shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed : (b) 3 days after mailing when mailed by first-class certified mail, return receipt requested, addressed to the party at the address below; or (c) upon confirmation of receipt if sent by electronic means or facsimile to the parties listed :

If for Turn Key:
Turn Key Health Clinics, LLC
Attn: Flint Junod, CEO
19 NE 50th Street
Oklahoma City, OK 73105

Telephone: (405) 516-0276

If for Christian County Sheriff's Office:
Christian County Sheriff's Office
Attn: Brad Cole, Sheriff
110 W. Elm Street, Suite 70
Ozark, MO 65721

Telephone: (417) 582-5330

Either party may change such address or phone number from time to time by providing written notice as provided above.

5.9 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Missouri regard to the conflicts of laws or rules of any jurisdiction.

5.10 COUNTERPARTS

This Contract may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

5.11 TITLE OF PARAGRAPHS AND INTERPRETATION

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate. Further, as used in this Contract, the word "or" shall have the conjunctive as well as the disjunctive meaning and refers to alternatives that are not necessarily exclusive. As used in this Contract, references to "include" and similar terms shall be construed as if followed by the phrase "without limitation."

5.12 SEVERABILITY

In the event that any one or more provisions of this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract and this Contract shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

5.13 ENTIRE CONTRACT

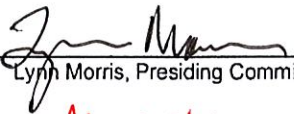
This Contract constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This Contract may be amended at any time, but only with the written consent of all parties.

THIS AGREEMENT FOR CONTRACT SERVICES MUST BE SIGNED AND INCLUDED WITH THE BID SUBMISSION. IF AWARDED, THE CONTRACT WILL BE SIGNED AND CERTIFIED BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

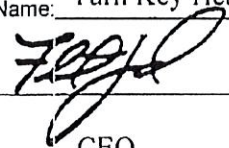
COUNTY OF CHRISTIAN

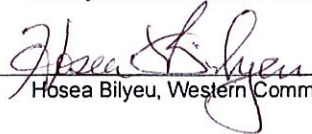
CONTRACTOR

By: 
Lynn Morris, Presiding Commissioner

Company Name: Turn Key Health Clinics, LLC

By: Absent
Bradley Jackson, Eastern Commissioner

By: 
Title: CEO

By: 
Hosea Bilyeu, Western Commissioner

By: _____

Title: _____

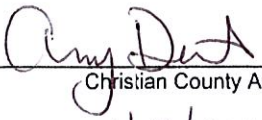
ATTEST BY: 
Christian County Clerk

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.

Approved as to form:

By: 
Christian County Counselor


Christian County Auditor

11/19/24
Date

Exhibit A

PROPOSED STAFFING FOR THE CHRISTIAN COUNTY DETENTION CENTER ADP - 150									
POSITION	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Hrs/ Wk	FTE
DAY SHIFT									
Nurse Manager/Contract Administrator	8	8	8	8	8			40	1.00
Provider (MD/DO/ARNP/PA)			4*					4	0.10
Psychiatric NP			2*					2	0.05
Licensed Mental Health Professional	6	6	6	6	6			30	0.75
LPN	16	16	16	16	16	16	16	112	2.80
Total Day Hours / FTE	30	30	36	30	30	16	16	188	4.70
TOTAL HOURS / FTE	30	30	36	30	30	16	16	188	4.70

* Provider hours can be scheduled to best fit the needs of the Christian County Detention Center.



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

18 January 2024

Kone Incorporated
211 S. Union, Ste. D
Springfield, Missouri 65802
Attn: Zach Owen
zach.owen@kone.com
417-988-4669

Re: Award of Elevator Phone and 24/7 Monitoring Services

The Christian County Commission voted in session today to award Kone Incorporated the Elevator Phone and 24/7 Monitoring Services contract. The contract will begin January 18, 2024, and run through January 17, 2025, with options to renew.

Your point of contact will be Maintenance Supervisor Richard Teague. Mr. Teague can be reached by email at maintenance@christiancountymo.gov or by phone at 417-839-3186.

We thank you for participating in the bidding process and look forward to working with you.

Hosea Bilyeu
Western Commissioner

Date: 1-18-24

Lynn Morris
Presiding Commissioner

Date: 1/19/24

Absent

Bradley A. Jackson
Eastern Commissioner

Date: Absent

Dedicated to People Flow™



January 2, 2024
Christian County Purchasing
202 W. Elm St.
Ozark, Missouri 65721

KONE
Springfield
211 S. Union, Ste. D
Springfield, MO 65802
Phone: (417) 988-4669
Fax: (417) 869-0353
zach.owen@kone.com

REFERENCE: Value-Added Services
Rider No. 2024-1 to the KONE Care Maintenance Agreement
dated January 2, 2024 ("Agreement")
Christian County
202 W. Elm
Ozark, Missouri, 65721
42341204

EFFECTIVE DATE: February 1, 2024

In order for KONE Inc. ("KONE") to be able to provide the Value-Added Services to the Customer, the Agreement is hereby amended as follows:

1. KONE to provide the Services set forth below at a cost of \$420.00 per month.

The KONE Care 24/7 Connected Services are performed for the following equipment:

Equipment Name	KONE Equipment #	Wireless Phone	Phone Monitoring	24/7 Connect
Historic Courthouse Passenger	45365124	X	X	
Justice Center #A Passenger	20083358	X	X	
Justice Center #B Passenger	20083359	X	X	
Justice Center #C Passenger	20083360	X	X	
Circuit Court #1 Passenger	45365173	X	X	
Circuit Court #2 Passenger	45365175	X	X	
Circuit Court #3 Passenger	45365181	X	X	

2. KONE will commence billing the 24/7 Connected Services on the date shown in this rider/contract with an understanding that the 24/7 Connected Services may be active in advance of the date shown, or may not be active on the date shown, due to variability in the time required to procure material and complete the installation and provisioning of the devices.
3. KONE shall program the elevator phone(s) listed above to call the KONE Customer Care Center and will monitor the elevator phone(s). The Customer shall provide names and phone numbers of at least two (2) of its representatives for the KONE Service Center to contact on a 24 hour basis, and at least one (1) police, fire or local 911 agency name and phone number and notify KONE immediately in writing of any changes in these names or numbers. In the event of a call from the elevator, the KONE Customer Care Center will contact the points of contact in the order given by Customer. The local authorities will be contacted only if the previously mentioned point of contacts cannot be reached. If KONE does not provide Wireless Phone Provider Service, Customer shall provide an analog phone line to the elevator machine room (to be terminated on the appropriate phone jacks). If phone line is an extension off an existing phone system, a backup power source must also be provided. An extension, if applicable, must be a direct inward dial (DID) extension. All phones and associated equipment shall be in compliance with the requirements of ASME A17.1, local codes and applicable law, as amended. Customer shall also provide the elevator phone number(s) and/or extension(s) for the phone(s) being programmed. Upon termination of the Agreement a \$500 decommissioning and transfer fee shall apply for any elevator phone that needs reprogramming to a different number for emergency monitoring.
4. If Wireless Phone Provider Service is selected, then KONE provides the phone connection via a KONE provided wireless service device and the phone connection must be programmed to the KONE Customer Care Center. KONE Care Emergency Phone Monitoring is required. Customer is advised not to disconnect any land line service to the equipment until KONE has installed and provisioned a new wireless 4G device. Customer shall bear the responsibility to reactivate the analog phone line in the event KONE can no longer provide wireless service. Customer shall also provide KONE access to the appropriate location where the building telecommunications devices are located. KONE reserves the right to remove the wireless hardware in the event KONE no longer provides the wireless service or maintains the equipment.
5. The remote monitoring devices are provided to the Customer as part of the Services. Customer gives KONE the right to utilize 24/7 Connected Services to collect, export and use data generated by the use and operation of the equipment. Customer will not use the 24/7 Connected Services device, except in connection with the use and operation of the equipment. Customer will not reverse engineer or otherwise attempt to obtain the source code of any software in object code form. Customer has no ownership or proprietary rights to such data, nor the device or software that monitors, analyzes, translates, reports or compiles such data. KONE 24/7 Connected Services, including any data collected, the device(s) to perform the service, and any software related thereto shall be the exclusive property of

KONE.

6. If any or all Services are terminated, upon KONE's request the Customer shall give KONE access to the equipment to remove any remote monitoring devices owned by KONE along with any other equipment which remains KONE's property at the facility or otherwise at KONE's expense. Such right shall survive the expiration or termination of the Agreement. Upon termination for any reason of the KONE 24/7 Connected Services, no further data will be collected. Upon any termination or expiration of the Agreement, no further services will be provided, including phone services or data collection. KONE shall have no obligation to any party to either collect, export or analyze any data, or to provide the source code of any software in object code form. Customer shall provide KONE at least 30 day prior notice of intent to terminate or otherwise cancel this agreement.
7. Term for this agreement shall be a one-year term with additional one-year options to renew at the same price.
8. **KONE MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. KONE MAKES NO WARRANTY THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. KONE IS NOT LIABLE FOR ANY DAMAGES RELATING TO LACK OF NETWORK COVERAGE AT THE SITE OF THE EQUIPMENT, DUE TO TAMPERING WITH THE REMOTE MONITORING DEVICE, INTEROPERABILITY, SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS, INTERRUPTIONS OR ANY OTHER REASON OUTSIDE OF KONE'S REASONABLE CONTROL. KONE DISCLAIMS ANY LIABILITY FOR DAMAGES OR INJURIES (INCLUDING DEATH) ARISING FROM OR IN CONNECTION WITH THE OPERATION OR USE OF THE SERVICES SET FORTH HEREIN.**

If the terms contained in this amendment conflict with terms contained in the Agreement, the terms contained in this amendment shall supersede and prevail. All other terms contained in the Agreement shall remain in full force and effect.

Agreed:

Christian County Purchasing <i>See County Signature Page</i> (Signature of Authorized Representative) _____ (Print Name) _____ Title _____ Date _____	Respectfully submitted, Zach Owen <i>Zach Owen</i> _____ (Approved by) Authorized Representative G.M.S.S _____ Title 01/12/24 _____ Date
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Remote Monitoring Service Voice Link and Wireless Phone Service

Elevator Description	Equipment #	Elevator Phone # and Extension for Caller ID (if KONE does not provide wireless service)
1 See page one		
2		
3		
4		
5		
6		
7		

First Point of Contact (Required)	
Name: Matt Ballard	Title: CPL
Phone #: 417-630-1380	Cell Phone #:

Second Point of Contact (Required)	
Name: Richard Teague	Title: Maintenance Supervisor
Phone #: 417-839-3186	Cell Phone #:

Third Point of Contact (Optional)	
Name: Kelly Morris	Title: Deputy
Phone #: 417-839-3186	Cell Phone #:

Local Emergency Authorities (Required)	
Fire Department Phone #: 417-581-4336 OZARK Fire Dept.	Police Department Phone #: 417-581-6600 OZARK Police

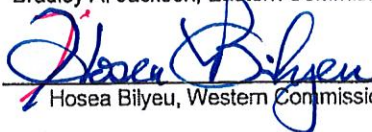
BY CHRISTIAN COUNTY AND ONE COPY OF THIS AGREEMENT WILL BE RETURNED TO YOU.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

COUNTY OF CHRISTIAN

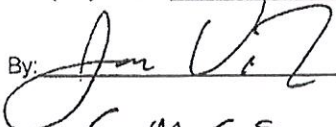
By: 
Lynn Morris, Presiding Commissioner

By: Absent
Bradley A. Jackson, Eastern Commissioner

By: 
Hosea Bilyeu, Western Commissioner

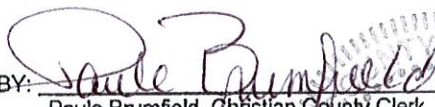
CONTRACTOR

Company Name: Kone Inc.

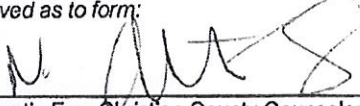
By: 
Title: G.M. S.S.

By: 
Title: Sales Consultant

AUDITOR CERTIFICATION

ATTEST BY: 
Paula Brumfield, Christian County Clerk

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.

Approved as to form:
By: 
N. Austin Fax, Christian County Counselor


Amy Dent, Christian County Auditor

1/19/24
Date