



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5449)

Meeting: 07/02/24 10:00 AM
Department: County Clerk
Category: Meeting Items
Prepared By: Madi Hires Raines
Initiator: Madi Hires Raines
Sponsors:
DOC ID: 5449

Meeting Attachments

ATTACHMENTS:

- 02 JULY 2024 - ITB #2024-10 - STREETWISE, INC (PDF)
- 02 JULY 2024 CONTRACT RENEWAL - OLSSON (PDF)
- 02 JULY 2024 CONTRACT RENEWAL - OWN, INC (PDF)
- 02 JULY 2024 CONTRACT RENEWAL - GREAT RIVER ENGINEERING (PDF)
- 02 JULY 2024 CONTRACT RENEWAL - CFS ENGINEERS (PDF)
- 02 JULY 2024 - IGA - OZARK SPECIAL ROAD DISTRICT (PDF)
- 02 JULY 2024 - IGA - STONESHIRE SPECIAL ROAD DISTRICT (PDF)
- 02 JULY 2024 - IGA - SELMORE SPECIAL ROAD DISTRICT (PDF)
- 02 JULY 2024 - IGA - BILLINGS SPECIAL ROAD DISTRICT (PDF)
- 02 JULY 2024 - IGA - SOUTH SPARTA SPECIAL ROAD DISTRICT (PDF)



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

July 2, 2024

Streetwise, Inc.
13501 Arrington
Grandview, MO 64030
Attn: Ryan Lee
816-331-2355
rlee@streetwise-inc.com

RE: ITB #2024-10 Centerline Delineator Posts

Dear Mr. Lee,

The Christian County Commission voted in session today to award the contract for ITB#2024-10 Centerline Delineator Posts to Streetwise, Inc.

Your point of contact will be Highway Administrator, Miranda Beadles. Ms. Beadles can be reached at 417-582-4394, or by email at mbeadles@christiancountymo.gov.

Hosea Bilyeu
Western Commissioner

Date: 7-2-2024

Lynn Morris
Presiding Commissioner

Date: 7.2.2024

Bradley A. Jackson
Eastern Commissioner

Date: 7-2-2024



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Western Commissioner

July 2, 2024

Olsson
550 East St. Louis Street
Springfield, MO 65806
ATTN: Jared Rasmussen
417-890-8802
jrasmussen@olsson.com

Re: Contract Renewal for Engineering Services

The Christian County Commission voted in session today to renew the contract for Professional Engineering Services for another year. This contract renewal will begin August 26, 2024, and go through August 25, 2025.

Your point of contact will be Highway Administrator, Miranda Beadles. Ms. Beadles can be reached at 417-582-4394, or by email at mbeadles@christiancountymo.gov.

Hosea Bilyeu
Western Commissioner

Date: 7-2-2024

Lynn Morris
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July 2, 2024

OWN, Inc.
3213 S West Bypass
Springfield, MO 65807
ATTN: Andrew Novinger, P.E.
417-866-2741
anovinger@weareown.com

Re: Contract Renewal for Engineering Services

The Christian County Commission voted in session today to renew the contract for Professional Engineering Services for another year. This contract renewal will begin August 26, 2024, and go through August 25, 2025.

Your point of contact will be Highway Administrator Miranda Beadles. Ms. Beadles can be reached at 417-582-4394 or by email at mbeadles@christiancountymo.gov.

Hosea Bilyeu
Western Commissioner

Date: 7-2-2024

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July 2, 2024

Great River Engineering
2826 S Ingram Mill Rd
Springfield, MO 65804
ATTN: David Lundstrom, P.E.
417-886-7171
dlundstrom@greatriv.com

Re: Contract Renewal for Engineering Services

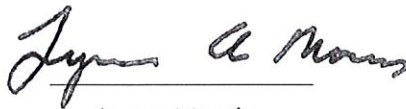
The Christian County Commission voted in session today to renew the contract for Professional Engineering Services for another year. This contract renewal will begin July 22, 2024, and go through July 21, 2025.

Your point of contact will be Highway Administrator Miranda Beadles. Ms. Beadles can be reached at 417-582-4394 or by email at mbeadles@christiancountymo.gov.



Hosea Bilyeu
Western Commissioner

Date: 7-2-2024



Lynn Morris
Presiding Commissioner

Date: 7.2.2024



Bradley A. Jackson
Eastern Commissioner

Date: 7-2-2024



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Bradley A. Jackson
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

July 2, 2024

CFS Engineers
3015 E Cairo Street
Springfield, MO 65802
ATTN: Todd Polk, P.E.
417-986-4067
tpolk@cfse.com

Re: Contract Renewal for Engineering Services

The Christian County Commission voted in session today to renew the contract for Professional Engineering Services for another year. This contract renewal will begin August 26, 2024, and go through August 25, 2025.

Your point of contact will be Highway Administrator Miranda Beadles. Ms. Beadles can be reached at 417-582-4394 or by email at mbeadles@christiancountymo.gov.

Hosea Bilyeu
Western Commissioner

Date: 7-2-2024

Lynn Morris
Presiding Commissioner

Date: 7-2-2024

Bradley A. Jackson
Eastern Commissioner

Date: 7-2-2024

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INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this 14 day of May, 2024, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the OZARK SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

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

WHEREAS, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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

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

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

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's public road improvement

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

2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on **Exhibit "A"** attached hereto.
 - B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
 - C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other public road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.

3. **Noncompliance.** In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
5. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
6. **Indemnity.**
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.
 - B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as

additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

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

7. **Miscellaneous.**

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

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

Christian County Commission
ATTENTION: Lynn Morris, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymo.org

Ozark Special Road District
ATTENTION: Chris Somers
PO Box 688
Ozark, MO 65721
Email: commissioners@osrdmo.gov

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

CHRISTIAN COUNTY, MISSOURI
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

By: *Lynn A Morris*

Lynn Morris, Presiding Commissioner

Dated: 7-2-2024

By: *Bradley Jackson*

Bradley Jackson, Eastern Commissioner

Dated: 7-2-2024

By: *Hosea Bilyeu*

Hosea Bilyeu, Western Commissioner

Dated: 7-2-2024

Attested By:

Paula Brumfield
Paula Brumfield, 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.

Amy Dent
Amy Dent, Christian County Auditor

OZARK SPECIAL ROAD DISTRICT

By: *Barbara Hovey*

Chairman, Board of Directors

Dated: 5/14/2024

Address: P.O. Box 688

Attest: *Chris Somers*
Secretary/Commissioner

APPROVED AS TO FORM:

N. Austin Fax
N. Austin Fax, Attorney at Law
901 St Louis St, 20th Floor
Springfield, MO 65806
(P) 417-866-7777, (F) 417-866-1752

CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2024

APPLICATION FOR FUNDING

AGENCY INFORMATION

AGENCY Ozark Special Road District
 MAILING ADDRESS PO Box 688 Ozark, Mo 65721
 EMAIL ADDRESS Commissioners@osrdmo.gov
 CONTACT NAME Chris Samers
 CONTACT PHONE 561-756-2591

PROJECT INFORMATION

PROJECT NAME N. Fremont Rd Overlay 3"/Repair
 PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES, IF NECESSARY) N. Fremont Rd (At the bridge located North of Ozark West Elem school) North 1.2 miles to 6925 N. Fremont Rd. See Additn Page
 TOTAL PROJECT COST \$ 400,000.00 - \$800,000
 TOTAL FUNDING REQUESTED FROM PROGRAM \$ 100,000.00 (MAX. \$100,000.00)
 PERCENT OF TOTAL COST 40 %
 ESTIMATED START DATE June 2024
 DURATION 3 weeks

APPLICANT CHECKLIST

- ☒ COST ESTIMATE To Be Supplied ☐ OTHER: _____
☐ DESIGN DRAWINGS _____
☐ QUANTITIES _____
☒ MAPS _____
☐ PHOTOS _____
☐ TYPICAL SECTION(S) _____

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

RFI NEEDED: Y/N

INITIALS _____

January 30, 2024

Miranda Beadles, PE
Christian County Highway administrator
1106 W. Jackson Street
Ozark, Mo 65721

Re: North Fremont Road Improvements Funding Allocation

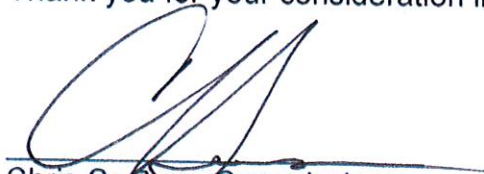
This letter a request funding assistance for the repairing, milling and overlay of North Fremont Road from the north side of the bridge, located immediately north of Ozark West Elementary School, traveling north 1.2 miles to the driveway of 6925 N. Fremont Road.

This improvement will include repairing the road edge base in required areas, the milling of pavement at the intersection of Westwind Drive and any connection roads/driveways to be blended back in for a smooth transition and a 3-inch overlay of asphalt cap with wedging. A 1-foot gravel refresh will be done on each side of the road shoulders.

Construction cost fort the proposed improvements are estimated at \$400,000.00

The intention is to complete the repairing and overlay by middle of 2024.

Thank you for your consideration in this request.



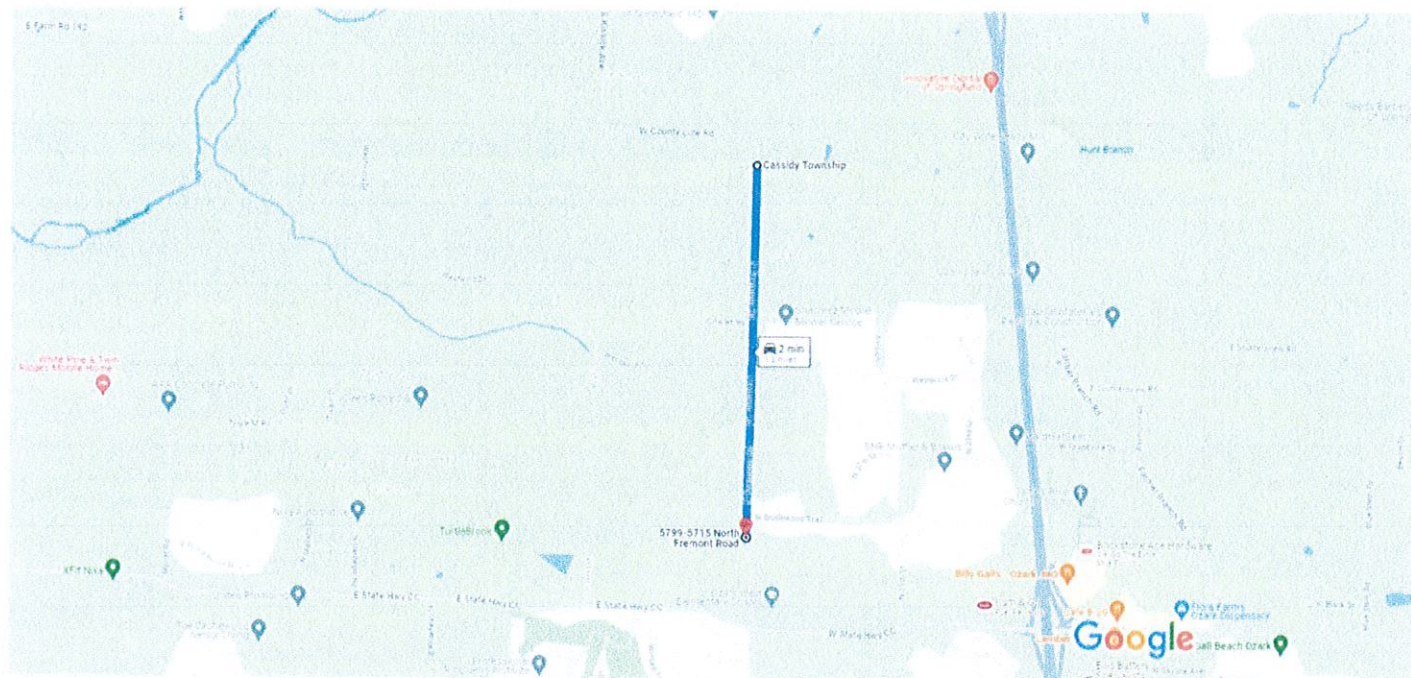
Chris Somers, Commissioner

Contact information:
Chris Somers
chris@osrdmo.gov
(561) 756-2591



Cassidy Township, Missouri to 5799-5715 N Fremont Rd, Ozark, MO 65721

Drive 1.2 miles, 2 min



Map data ©2024 1000 ft



via N Fremont Rd

2 min

2 min without traffic

1.2 miles

Explore nearby 5799-5715 N Fremont Rd



Restaurants

Hotels

Gas stations

Parking Lots

More

CHRISTIAN COUNTY
HIGHWAY DEPARTMENT

December 12, 2023

Billings Special Road District
Stoneshire Special Road District
Ozark Special Road District
Selmore Special Road District
South Sparta Special Road District

OSRD

2024

All:

Please find attached the application for Christian County's Sales Tax Distribution Program for 2024.

Please return to the Highway Department no later than Wednesday, January 31, 2024. Projects received after that date will not be considered.

Following the receipt of all eligible applications, the County Commission, along with the County's Highway Department, will review the various road safety improvements proposed for 2024. Attached is a Project Application form that must be completed and returned to the County along with supporting documentation.

Once projects are selected and awarded, an Intergovernmental Agreement (IGA) will be distributed for your approval, signature and return (original document) to the County for completion.

We look forward to receiving your applications.

Sincerely,



Miranda Beadles, P.E.
Highway Administrator

Christian County Sales Tax Revenue Distributions
Information for Special Road Districts

2024 Evaluations and Project Approach

The 2024 applications, evaluations and distributions will continue to incorporate the emergency/safety needs of the Special Road Districts. The primary purpose of the program is to assist with needs as they relate to safety and not just continuous maintenance.

The program is a system to process and rank the transportation needs of the Special Road Districts within Christian County. The criteria and methods of analysis are applied to different categories, but share the following common features:

- *Objective Criteria:* Whenever possible, criteria used to evaluate improvements are based on measured, objective and available data. In cases where this is not possible, professional judgement is used based on the information supplied to the County from the applicant.
- *A Defensible Method of Screening:* The evaluation process cannot consider all possible improvements within a District. For each category, a process is necessary to screen out improvements which are not needed in the foreseeable future and increased consideration can then be given to projects requiring immediate attention.
- *Balance:* Programming decisions are made with the consideration of several factors, including but not limited to technical analysis, need (health, safety & welfare) and funding availability.
- *Documented Process:* Christian County documents both the process and the results of the evaluation and award process.

Standard Evaluation Factors

Note: This table is not to be filled out by Applicant. It is available for reference and use when completing project applications.

<i>Criteria</i>	<i>Information/Guidance</i>	<i>Weight/Points</i>
Safety and Operation - Collision Data - Sight Distance - Existing Operations/Costs	Provide information in relation to crashes, potential crashes, sight distance, pedestrian concerns, crests and sags, driveway spacing and all other roadway safety items for your project.	40 Points
Hazard Mitigation - Stormwater Safety - Flooding - Damage	Describe projects that may address stormwater/flooding safety and will reduce the need for future repair expenditures by the District.	20 Points

EXHIBIT A

Standards - Existing Lane Width - Edge Treatments - Surface/Structural Conditions - Current Alignments	Non-standard sections should be described in detail. Description should include how the non-standard sections create safety concerns.	20 Points
District Need - Ability to fund in-house - Maintenance vs Improvement	This is a need-based program and projects that only address maintenance or projects that can/could be funded by a District may not be eligible.	20 Points

Maximum Amount to be Requested: \$100,000.00

Maximum Number of Projects for Each District: 1

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WITNESSETH:

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

WHEREAS, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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

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

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

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's public road improvement

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

2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
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 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.

3. **Noncompliance.** In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
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5. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
6. **Indemnity.**
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.
 - B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as

additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

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

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

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

Christian County Commission

ATTENTION: Lynn Morris, Presiding Commissioner

Christian County Commission

100 W. Church Street, Room 100

Ozark, MO 65721

Telephone: (417) 582-4300

Facsimile: (417) 581-5924

Email: christiancountycommission@christiancountymmo.org

Stoneshire Special Road District
ATTENTION: Malinda Todd
702 Shire Circle
Highlandville, MO 65669
Email: toddfamily417@gmail.com

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

CHRISTIAN COUNTY, MISSOURI
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

By: Lynn A Morris
Lynn Morris, Presiding Commissioner

Dated: 7.2.2024

By: Bradley Jackson
Bradley Jackson, Eastern Commissioner

Dated: 7-2-2024

By: Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

Dated: 7-2-2024

Attested By:

Paula Brumfield
Paula Brumfield, Christian County Clerk

Auditor Certification:

I certify that the expenditure contemplated by this agreement is a proper use of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue available for payment of same.

Amy Dent
Amy Dent, Christian County Auditor

STONESHIRE SPECIAL ROAD DISTRICT

By: Malinda Todd

Chairman, Board of Directors

Dated: 5/9/2024

Address: 702 Shire Circle
Highlandville, MO
65669

Attest: _____

APPROVED AS TO FORM:

N. Austin Fax
N. Austin Fax, Attorney at Law
901 St Louis St, 20th Floor
Springfield, MO 65806
(P) 417-866-7777, (F) 417-866-1752



CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2024

APPLICATION FOR FUNDING

AGENCY INFORMATION

AGENCY STONESHIRE SPECIAL ROAD DISTRICT

MAILING ADDRESS 702 SHIRE CIRCLE HIGHLANDVILLE, MO 65669

EMAIL ADDRESS TODD.FAMILY417@GMAIL.COM

CONTACT NAME MALINDA TODD

CONTACT PHONE (417) 207-7832

PROJECT INFORMATION

PROJECT NAME STONESHIRE DR, KILEY LN, CASEY LN CROSS STRE COLLECTION

PROJECT DESCRIPTION (ATTACH
ADDITIONAL PAGES, IF
NECESSARY) SEE ATTACHED

TOTAL PROJECT COST \$106,833.00

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

PERCENT OF TOTAL COST 100 %

ESTIMATED START DATE MAY 2024

DURATION 90 DAYS

APPLICANT CHECKLIST

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

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

RFI NEEDED: Y/N

INITIALS

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this ____ day of _____, 2024, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the SELMORE SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

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

WHEREAS, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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

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

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

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

1. **Purpose.** The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's public road improvement

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

2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on **Exhibit "A"** attached hereto.
 - B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
 - C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other public road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.

3. **Noncompliance.** In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. **No Interest.** By contributing to the cost of the project described in **Exhibit "A"**, the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
5. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
6. **Indemnity.**
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.
 - B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as

additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

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

7. **Miscellaneous.**

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

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

Christian County Commission

ATTENTION: Lynn Morris, Presiding Commissioner

Christian County Commission

100 W. Church Street, Room 100

Ozark, MO 65721

Telephone: (417) 582-4300

Facsimile: (417) 581-5924

Email: countycommission@christiancountymo.org

Selmore Special Road District
ATTENTION: Keith Robinette
PO Box 2024
Ozark, MO 65721
Email: krobinette48@gmail.com

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

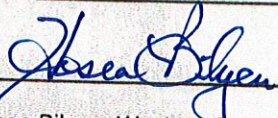
CHRISTIAN COUNTY, MISSOURI
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

By: 
Lynn Morris, Presiding Commissioner

Dated: 7-2-2024

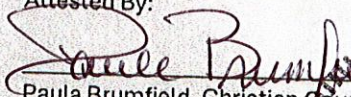
By: 
Bradley Jackson, Eastern Commissioner

Dated: 7-2-2024

By: 
Hosea Bilyeu, Western Commissioner

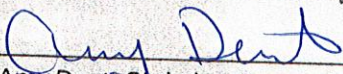
Dated: 7-2-2024

Attested By:

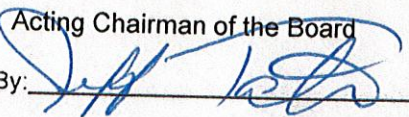

Paula Brumfield, Christian County Clerk

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.

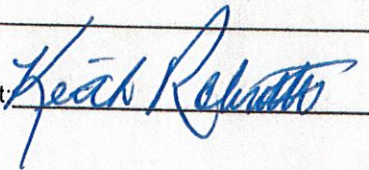

Amy Dent, Christian County Auditor

SELMORE SPECIAL ROAD DISTRICT

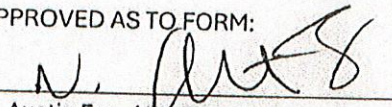
Acting Chairman of the Board
By: 

Dated: 5/9/24

Address: PO Box 2024
Ozark, MO 65721

Attest: 

APPROVED AS TO FORM:


N. Austin Fax, Attorney at Law
901 St Louis St, 20th Floor
Springfield, MO 65806
(P) 417-866-7777, (F) 417-866-1752

CHRISTIAN COUNTY
HIGHWAY DEPARTMENT

December 12, 2023

Billings Special Road District
Stoneshire Special Road District
Ozark Special Road District
Selmore Special Road District
South Sparta Special Road District

All:

Please find attached the application for Christian County's Sales Tax Distribution Program for 2024.

Please return to the Highway Department no later than Wednesday, January 31, 2024. Projects received after that date will not be considered.

Following the receipt of all eligible applications, the County Commission, along with the County's Highway Department, will review the various road safety improvements proposed for 2024. Attached is a Project Application form that must be completed and returned to the County along with supporting documentation.

Once projects are selected and awarded, an Intergovernmental Agreement (IGA) will be distributed for your approval, signature and return (original document) to the County for completion.

We look forward to receiving your applications.

Sincerely,



Miranda Beadles, P.E.
Highway Administrator

Christian County Sales Tax Revenue Distributions
Information for Special Road Districts

2024 Evaluations and Project Approach

The 2024 applications, evaluations and distributions will continue to incorporate the emergency/safety needs of the Special Road Districts. The primary purpose of the program is to assist with needs as they relate to safety and not just continuous maintenance.

The program is a system to process and rank the transportation needs of the Special Road Districts within Christian County. The criteria and methods of analysis are applied to different categories, but share the following common features:

- *Objective Criteria:* Whenever possible, criteria used to evaluate improvements are based on measured, objective and available data. In cases where this is not possible, professional judgement is used based on the information supplied to the County from the applicant.
- *A Defensible Method of Screening:* The evaluation process cannot consider all possible improvements within a District. For each category, a process is necessary to screen out improvements which are not needed in the foreseeable future and increased consideration can then be given to projects requiring immediate attention.
- *Balance:* Programming decisions are made with the consideration of several factors, including but not limited to technical analysis, need (health, safety & welfare) and funding availability.
- *Documented Process:* Christian County documents both the process and the results of the evaluation and award process.

Standard Evaluation Factors

Note: This table is not to be filled out by Applicant. It is available for reference and use when completing project applications.

<i>Criteria</i>	<i>Information/Guidance</i>	<i>Weight/Points</i>
Safety and Operation - Collision Data - Sight Distance - Existing Operations/Costs	Provide information in relation to crashes, potential crashes, sight distance, pedestrian concerns, crests and sags, driveway spacing and all other roadway safety items for your project.	40 Points
Hazard Mitigation - Stormwater Safety - Flooding - Damage	Describe projects that may address stormwater/flooding safety and will reduce the need for future repair expenditures by the District.	20 Points

Standards - Existing Lane Width - Edge Treatments - Surface/Structural Conditions - Current Alignments	Non-standard sections should be described in detail. Description should include how the non-standard sections create safety concerns.	20 Points
District Need - Ability to fund in-house - Maintenance vs Improvement	This is a need-based program and projects that only address maintenance or projects that can/could be funded by a District may not be eligible.	20 Points

Maximum Amount to be Requested: \$100,000.00

Maximum Number of Projects for Each District: 1

**CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM
FY 2024
APPLICATION FOR FUNDING**

AGENCY INFORMATION

AGENCY Selmore Special Road District

MAILING ADDRESS PO Box 2024

EMAIL ADDRESS krobinette48@gmail.com

CONTACT NAME Keith Robinette

CONTACT PHONE 417-838-2881

PROJECT INFORMATION

PROJECT NAME 2024 Chip and Seal Project

PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES, IF NECESSARY) Cave Hollow - .7 miles Kentucky - .9 miles Prairie Hollow - 1.0 miles
Shady Oak - .2 miles Old Prospect - 1.4 miles Prairie Ridge - .3 miles

TOTAL PROJECT COST \$ 106,867.00

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

PERCENT OF TOTAL COST 93.57 %

ESTIMATED START DATE 7/01/2024

DURATION 8/31/2024

APPLICANT CHECKLIST☒ COST ESTIMATE☐ OTHER: _____☐ DESIGN DRAWINGS☒ QUANTITIES☒ MAPS☐ PHOTOS☐ TYPICAL SECTION(S)**CHRISTIAN COUNTY USE ONLY**

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

RFI NEEDED: Y/N

_____ INITIALS

Selmore SRD
Proposed Cost Share Projects
2024

		SQ YD		
		Huff	Vance	Blevins
Single Coat	MC3000	\$ 2.29	\$ 2.60	\$ 1.80

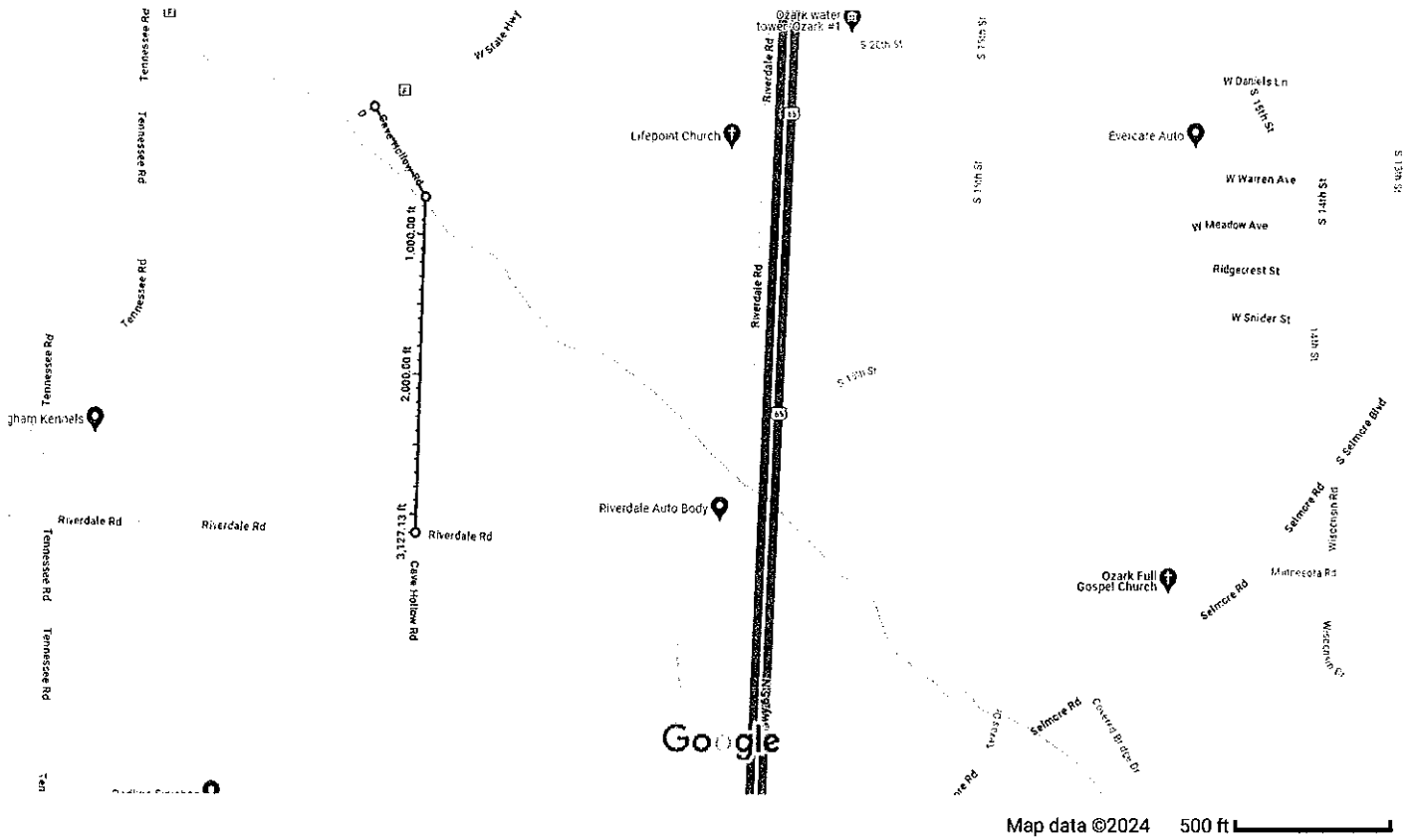
Combined:

Cave Hollow	0.70	0.70	0.70	0.70
Kentucky	1.00	1.00	1.00	1.00
Prairie Hollow	1.00	1.00	1.00	1.00
Shady Oak	0.20	0.20	0.20	0.20
Old Prospect	1.40	1.40	1.40	1.40
Prairie Ridge	0.30	0.30	0.30	0.30

Miles	4.60	4.60	4.60	4.60
-------	------	------	------	------

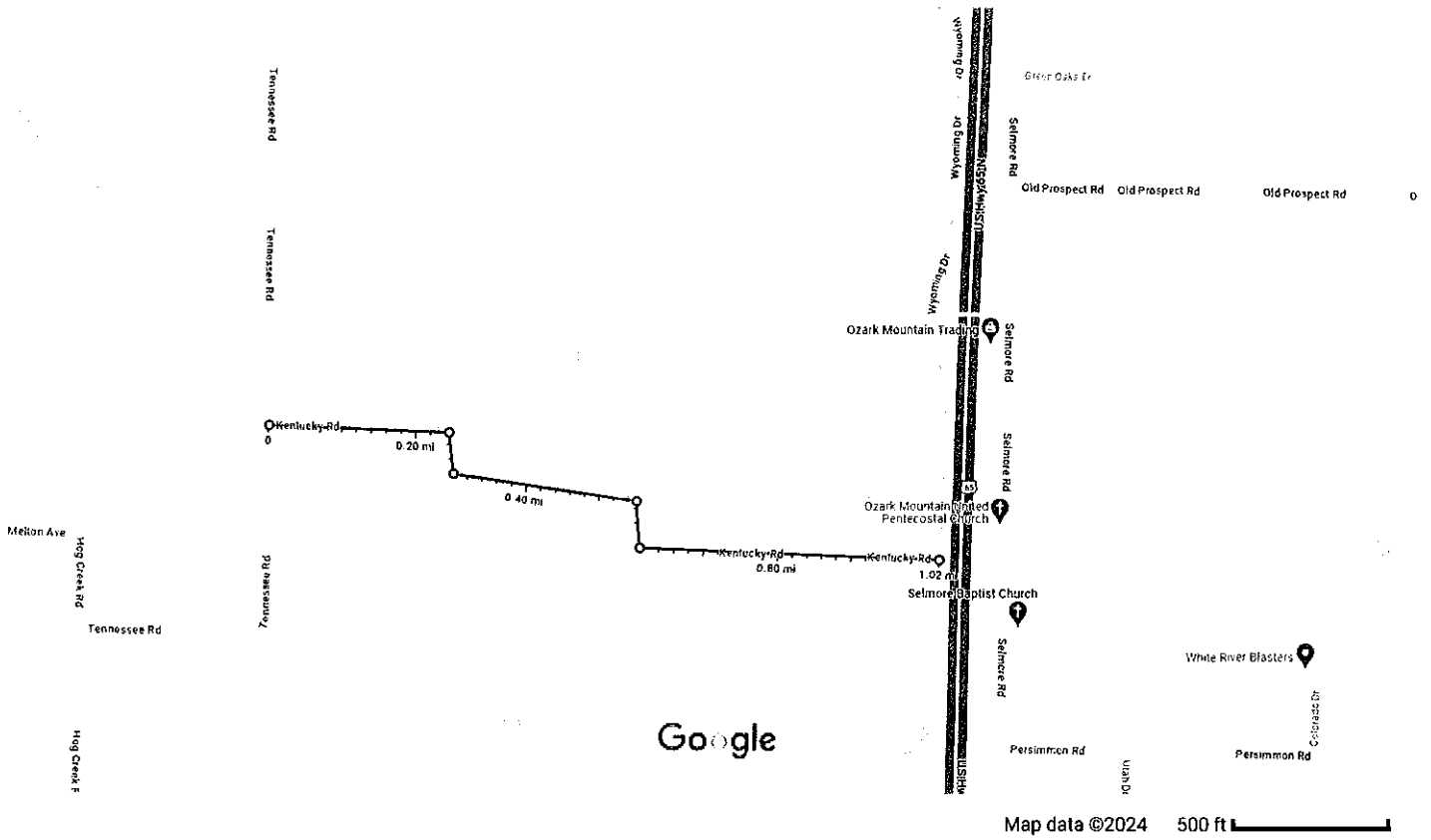
Cost per Mile	29,556.27	33,557.33	23,232.00	
	135,958.83	154,363.73	106,867.20	

Google Maps Cave Hollow .7 miles



Measure distance
Total distance: 3,127.13 ft (953.15 m)

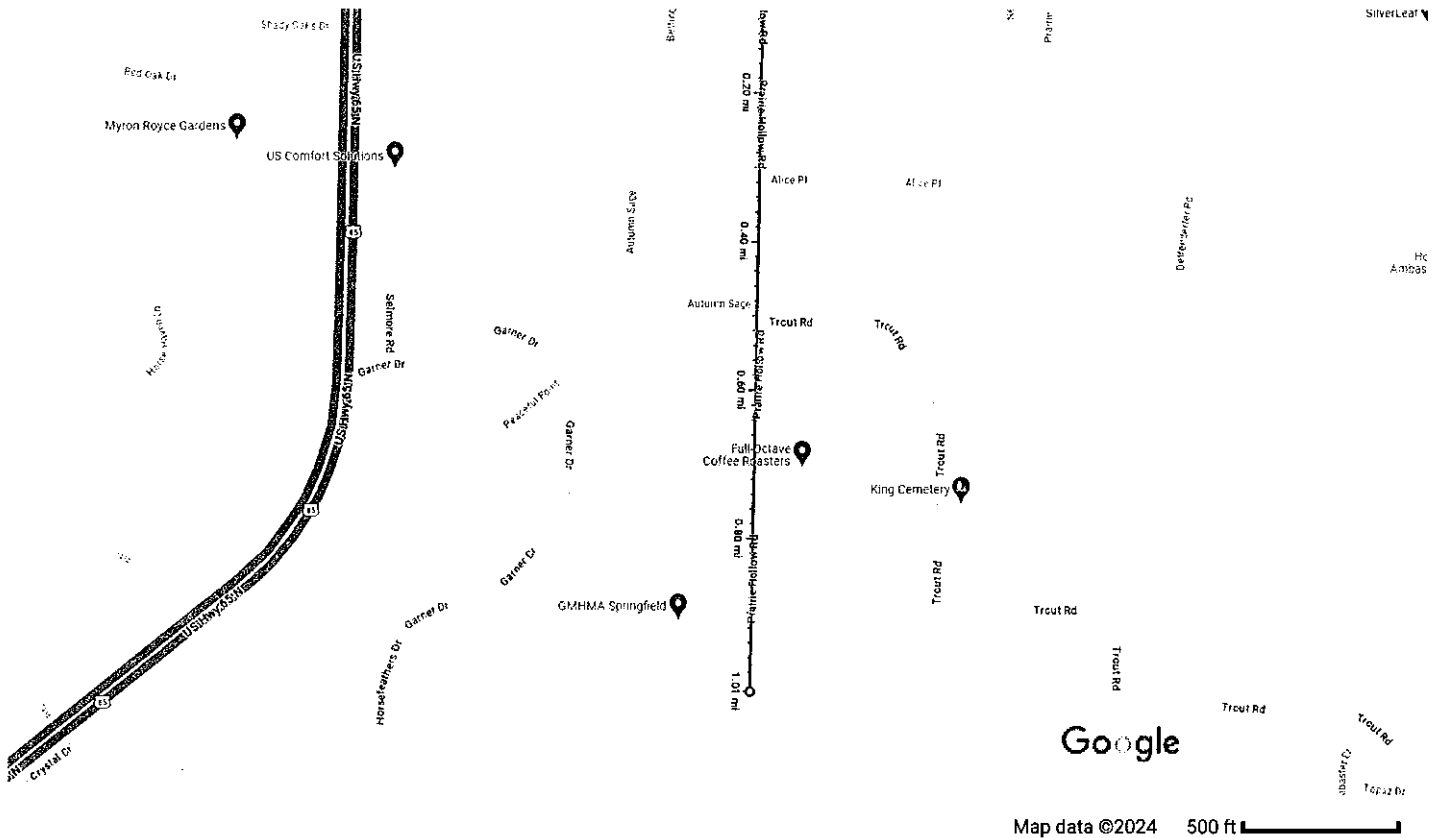
Google Maps Kentucky 1.0 miles



Measure distance
Total distance: 1.02 mi (1.64 km)

Google Maps

Prairie Hollow Rd
Prairie Hollow 1.0 miles

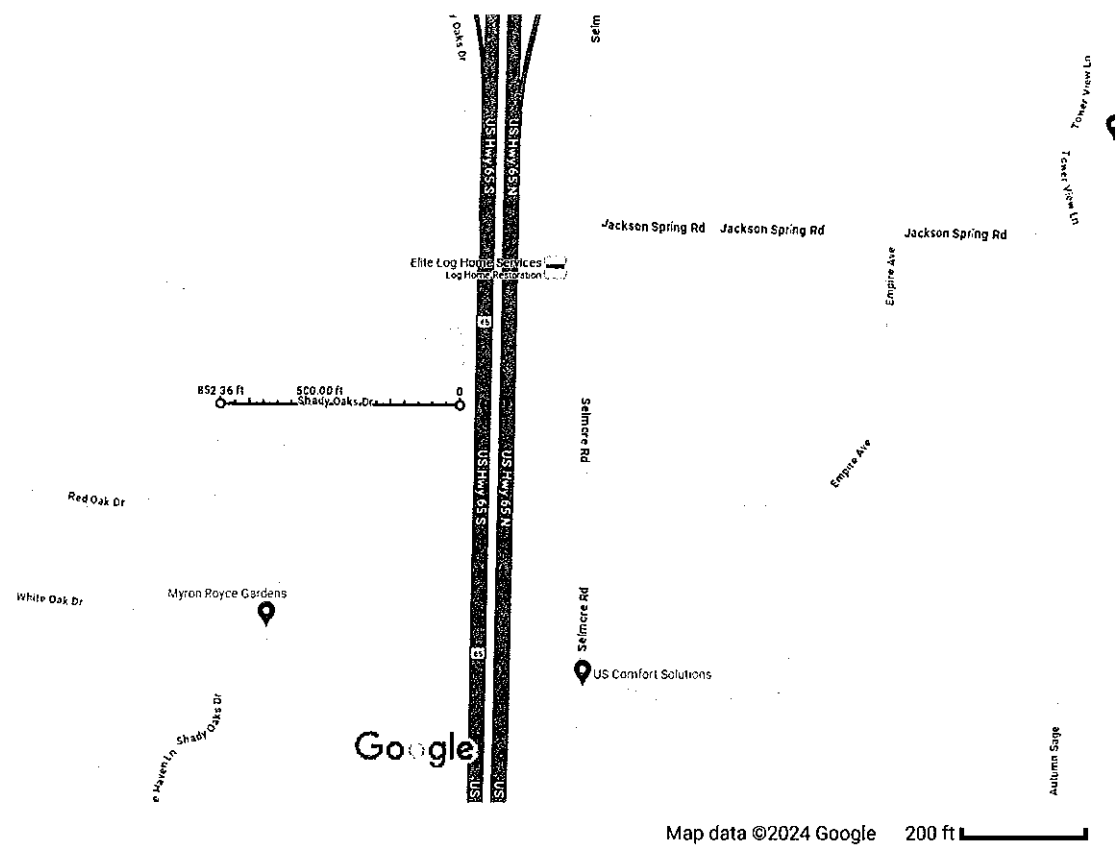


Prairie Hollow Rd

- Directions
- Save
- Nearby
- Send to phone
- Share

Ozark, MO

Google Maps Shady Oaks Dr .2 miles



Measure distance
Total distance: 852.36 ft (259.80 m)

Google Maps Old Prospect 1.4 miles



Measure distance
Total distance: 1.40 mi (2.25 km)

Google Maps Prairie Ridge .3 miles



Measure distance

Total distance: 1,589.73 ft (484.55 m)

BOK

INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this ____ day of _____, 2024, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the BILLINGS SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

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

WHEREAS, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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

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

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

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

1. Purpose. The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's public road improvement

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

2. Financial Responsibilities. With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:

- A. The Commission will contribute an amount equal to ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on Exhibit "A" attached hereto.
- B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on Exhibit "A" attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in Exhibit "A".
- C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on Exhibit "A", and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other public road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
- D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in Exhibit "A", including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in Exhibit "A".

3. Noncompliance. In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. No Interest. By contributing to the cost of the project described in Exhibit "A", the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
5. General Independent Contractor Clause. The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
6. Indemnity.
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.
 - B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as

additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

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

7. Miscellaneous.

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

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

Christian County Commission
ATTENTION: Lynn Morris, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: countycommission@christiancountymmo.org

Billings Special Road District
ATTENTION: Danny Garbee
PO Box 328
Billings, MO 65610
Email: billingssplrddist@att.net

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

CHRISTIAN COUNTY, MISSOURI
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

By: Lynn Morris

Lynn Morris, Presiding Commissioner

Dated: 7-2-2024

By: Bradley Jackson

Bradley Jackson, Eastern Commissioner

Dated: 7-2-24

By: Hosea Bilyeu

Hosea Bilyeu, Western Commissioner

Dated: 7-2-2024

Attested By:

Paula Brumfield
Paula Brumfield, 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.

Amy Dent
Amy Dent, Christian County Auditor

BILLINGS SPECIAL ROAD DISTRICT

By: David Mooneyham

DAVID Mooneyham,
Chairman, Board of Directors

Dated: 6-12-24

Address: P.O. Box 328,

306 NE. Main St.

Billings MO. 65610

Attest: Danny Garbee
DANNY Garbee Sec.

APPROVED AS TO FORM:

N. Austin Fax
N. Austin Fax, Attorney at Law
901 St Louis St, 20th Floor
Springfield, MO 65806
(P) 417-866-7777, (F) 417-866-1752



CHRISTIAN COUNTY
HIGHWAY DEPARTMENT

December 12, 2023

Billings Special Road District
Stoneshire Special Road District
Ozark Special Road District
Selmore Special Road District
South Sparta Special Road District

All:

Please find attached the application for Christian County's Sales Tax Distribution Program for 2024.

Please return to the Highway Department no later than Wednesday, January 31, 2024. Projects received after that date will not be considered.

Following the receipt of all eligible applications, the County Commission, along with the County's Highway Department, will review the various road safety improvements proposed for 2024. Attached is a Project Application form that must be completed and returned to the County along with supporting documentation.

Once projects are selected and awarded, an Intergovernmental Agreement (IGA) will be distributed for your approval, signature and return (original document) to the County for completion.

We look forward to receiving your applications.

Sincerely,

Miranda Beadles, P.E.
Highway Administrator

Christian County Sales Tax Revenue Distributions

*Information for Special Road Districts***2024 Evaluations and Project Approach**

The 2024 applications, evaluations and distributions will continue to incorporate the emergency/safety needs of the Special Road Districts. The primary purpose of the program is to assist with needs as they relate to safety and not just continuous maintenance.

The program is a system to process and rank the transportation needs of the Special Road Districts within Christian County. The criteria and methods of analysis are applied to different categories, but share the following common features:

- *Objective Criteria:* Whenever possible, criteria used to evaluate improvements are based on measured, objective and available data. In cases where this is not possible, professional judgement is used based on the information supplied to the County from the applicant.
- *A Defensible Method of Screening:* The evaluation process cannot consider all possible improvements within a District. For each category, a process is necessary to screen out improvements which are not needed in the foreseeable future and increased consideration can then be given to projects requiring immediate attention.
- *Balance:* Programming decisions are made with the consideration of several factors, including but not limited to technical analysis, need (health, safety & welfare) and funding availability.
- *Documented Process:* Christian County documents both the process and the results of the evaluation and award process.

Standard Evaluation Factors

Note: This table is not to be filled out by Applicant. It is available for reference and use when completing project applications.

<i>Criteria</i>	<i>Information/Guidance</i>	<i>Weight/Points</i>
Safety and Operation - Collision Data - Sight Distance - Existing Operations/Costs	Provide information in relation to crashes, potential crashes, sight distance, pedestrian concerns, crests and sags, driveway spacing and all other roadway safety items for your project.	40 Points
Hazard Mitigation - Stormwater Safety - Flooding - Damage	Describe projects that may address stormwater/flooding safety and will reduce the need for future repair expenditures by the District.	20 Points

Standards - Existing Lane Width - Edge Treatments - Surface/Structural Conditions - Current Alignments	Non-standard sections should be described in detail. Description should include how the non-standard sections create safety concerns.	20 Points
District Need - Ability to fund in-house - Maintenance vs Improvement	This is a need-based program and projects that only address maintenance or projects that can/could be funded by a District may not be eligible.	20 Points

Maximum Amount to be Requested: \$100,000.00

Maximum Number of Projects for Each District: 1

CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2024

APPLICATION FOR FUNDING

AGENCY INFORMATION

AGENCY Billings Special Road District
 MAILING ADDRESS P.O. Box 328 Billings, MO 65610
 EMAIL ADDRESS billings.splroddist@att.net
 CONTACT NAME Danny Garbow Sec./Treas
 CONTACT PHONE office (417) 744-4485 Cell (417) 880-9589

PROJECT INFORMATION

PROJECT NAME Billings 2024 Asphalt Surface Projects
 PROJECT DESCRIPTION (ATTACH
 ADDITIONAL PAGES, IF
 NECESSARY) Approx 3.1 mi wedge & overlay Hm+L

TOTAL PROJECT COST \$ 329,000.⁰⁰
 TOTAL FUNDING REQUESTED
 FROM PROGRAM \$ 100,000.⁰⁰ (MAX. \$100,000.00)
 PERCENT OF TOTAL COST 31% %
 ESTIMATED START DATE June 2024
 DURATION 6 mo.

APPLICANT CHECKLIST

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

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

RFI NEEDED: Y/N

INITIALS

1INTERGOVERNMENTAL COST SHARE AGREEMENT

THIS INTERGOVERNMENTAL COST SHARE AGREEMENT (hereinafter "IGA"), made and entered into this ____ day of _____, 2024, by and between CHRISTIAN COUNTY, MISSOURI, a first class county of the State of Missouri, without a charter form or government, acting by and through its County Commission (hereinafter referred to as "Commission") and the SOUTH SPARTA SPECIAL ROAD DISTRICT, a special road district organized pursuant to Missouri Revised Statutes, Section 233.170 (hereinafter referred to as "Special Road District") for the purpose of the improvement and maintenance of the County's network of roads.

WITNESSETH:

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

WHEREAS, public improvements, road construction and maintenance, facilities and common services must take place within public right-of-way that has been established in accordance with RSMo 228.190.

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

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

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

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

1. Purpose. The purpose of this agreement is to coordinate the participation by the Commission in the cost of the Special Road District's public road improvement

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

2. **Financial Responsibilities.** With regard to the work being funded by the Commission under this agreement, the Special Road District and the Commission agree as follows:
 - A. The Commission will contribute an amount equal to ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000.00), no more and no less, as the funding amount for the Special Road District's requested project costs as set forth on **Exhibit "A"** attached hereto.
 - B. The Special Road District will be responsible for the remainder of the total financial obligation currently estimated as the Requested Project Cost on **Exhibit "A"** attached hereto. The Special Road District shall be solely responsible for any cost overruns of the balance of its project described in **Exhibit "A"**.
 - C. In the event, the Special Road District is able to complete and pay the costs of the requested projects listed on **Exhibit "A"**, and there remains an unused balance of the funds contributed by the Commission for said projects, then in that event, the Special Road District, in the exercise of its discretion, may expend said remaining funds on other public road projects or road maintenance in the District, including but not limited to road repairs, snow removal or patching.
 - D. The Commission agrees that all funds remitted to the Special Road District pursuant to this agreement may be comingled by the Special Road District with other similar monies deposited from other sources. The Special Road District agrees to provide written documentation to the Commission sufficient to verify the specific county sales taxes received pursuant to this agreement were expended upon the Special Road District's project described in **Exhibit "A"**, including, but not limited to, invoices, receipts payrolls, bank statements, contract documentation and other records. The accounting records for the project shall be supplied by the Special Road District to the County Auditor, at no charge, on an annual basis during the period of this agreement. The Special Road District shall also provide the County Auditor, within 30 days of her request, with other financial records or documentation as he or she deems necessary to verify the funds disbursed by the Commission to the Special Road District have been spent only for lawful purposes of the Special Road District as more specifically described in **Exhibit "A"**.

3. **Noncompliance.** In the event that the Special Road District fails to comply with any of the provisions of this Agreement, the Commission shall impose sanctions as it may determine to be appropriate, including but not limited to:
 - A. Withholding of payments under this agreement until the Special Road District Complies; and/or
 - B. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.
 - C. Determining that the Special Road District is no longer eligible to participate in the program.
4. **No Interest.** By contributing to the cost of the project described in Exhibit "A", the County shall gain no interest in any constructed roadways or improvements and shall not be obligated to keep the constructed improvements or roadway in place if the Special Road District, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interest of the road system under its jurisdiction. Upon completion of the construction of any improvements, the Special Road District shall maintain the improvement for all purposes as a part of its road system, at its own cost and expense, and at no cost or expense whatsoever to the Commission.
5. **General Independent Contractor Clause.** The Commission and the Special Road District who are parties to this agreement are each separate and independent political subdivisions of the state and, as such, the Commission and the Special Road District each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the Commission or the Special Road District.
6. **Indemnity.**
 - A. To the extent allowed or imposed by law, the Special Road District shall defend, indemnify, hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property, or to a person for any matter relating to or arising out of the Special Road District's wrongful or negligent performance of its obligations under this agreement.
 - B. The Special Road District will require any contractor procured by the Special Road District to perform work under this agreement to carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Special Road District and their respective employees, as

additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000.00 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Profession Registration, and published annually in the Missouri Register pursuant to Section 6537.610, RSMo.

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

7. **Miscellaneous.**

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

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

Christian County Commission
ATTENTION: Lynn Morris, Presiding Commissioner
Christian County Commission
100 W. Church Street, Room 100
Ozark, MO 65721
Telephone: (417) 582-4300
Facsimile: (417) 581-5924
Email: christiancountycommission@christiancountymo.org

South Sparta Special Road District
ATTENTION: Phil Short
816 Stoneridge Rd
Sparta, MO 65753
Email: pshort@ipa.net

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

CHRISTIAN COUNTY, MISSOURI
BY AND THROUGH ITS
CHRISTIAN COUNTY COMMISSION

By: *Lynn Morris*

Lynn Morris, Presiding Commissioner

Dated: 7-2-2024

By: *Bradley Jackson*

Bradley Jackson, Eastern Commissioner

Dated: 7-2-2024

By: *Hosea Bilyeu*

Hosea Bilyeu, Western Commissioner

Dated: 7-2-2024

Attested By:

Paula Brumfield
Paula Brumfield, 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.

Amy Dent
Amy Dent, Christian County Auditor

SOUTH SPARTS SPECIAL ROAD DISTRICT

By: *Mike Evans*

Chairman, Board of Directors

✓ Dated: 5-11-24

✓ Address: 437 CEDAR
SPARTA MO 65753

Attest: _____

APPROVED AS TO FORM:

N. Austin Fax
N. Austin Fax, Attorney at Law
901 St Louis St, 20th Floor
Springfield, MO 65806
(P) 417-866-7777, (F) 417-866-1752

CHRISTIAN COUNTY SALES TAX REVENUE DISTRIBUTION PROGRAM

FY 2024

APPLICATION FOR FUNDING

AGENCY INFORMATION

AGENCY South Sparta Special Road Dist.
 MAILING ADDRESS 816 Stoneridge Rd
 EMAIL ADDRESS psparta@isp.net
 CONTACT NAME Phil Short
 CONTACT PHONE 417-844-3395

PROJECT INFORMATION

PROJECT NAME Operation Crack Fill + Intersection of South St & Hwy 14
 PROJECT DESCRIPTION (ATTACH
 ADDITIONAL PAGES, IF
 NECESSARY) most of our asphalt roads are aging
+ have lots of cracks opening up.
Time to fill them.

TOTAL PROJECT COST \$ 30,000
 TOTAL FUNDING REQUESTED
 FROM PROGRAM \$ 30,000 (MAX. \$100,000.00)

PERCENT OF TOTAL COST 100 %

ESTIMATED START DATE 6-1-24

DURATION To end of Nov.

APPLICANT CHECKLIST

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

☐ OTHER _____

CHRISTIAN COUNTY USE ONLY

DATE RECEIVED: _____

APPLICATION COMPLETE: Y/N

RFI NEEDED: Y/N

INITIALS _____

May 7, 2024

Attachment to funding request for South Sparta Special

Due to severe flooding at the end of Ash Street in Sparta on May 6, 2024 that tore up the end of the street that is going to take considerable repair we are raising our request for sales tax funds to be raised to \$100,000.00 for that repair coupled with original request for the crack filling on our county roads. Note we did have Miranda Beetles come and look at the situation so she could help make suggestions for the repair.

Phil Short