



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 4952)

Meeting: 06/26/25 9:30 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires Raines

Initiator: Madi Hires Raines

Sponsors:

Doc ID: 4952

Meeting Attachments

ATTACHMENTS:

1 - 26 JUNE 2025 FINANCIAL - CERTIFIED COURT ORDER NO. 06-26-2025-01

2 - 26 JUNE 2025 - SETTLEMENT AGREEMENT & RELEASE - GREAT RIVER ASSOCIATION, INC. - GREEN BRIDGE NO. 24900031 - PARTIALLY EXECUTED

3 - 26 JUNE 2025 - WEEKLY CAMPUS PROJECT UPDATES

4 - 26 JUNE 2025 - WEEKLY CAMPUS PROJECT UPDATES - SUPPLEMENT TO WEEKLY PROGRESS UPDATES

CERTIFIED COURT ORDER # 06-26-2025-01

The Treasurer is hereby ordered to pay the following entities:

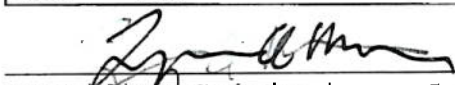
RECEIVED

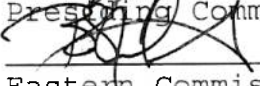
April 2025 Term

JUN 25 2025

CART					
6/20/2025					PAULA BRUMFIELD
Receipt #: 9045					COUNTY CLERK
AMOUNT RECEIVED		222-43354	\$238,890.44	CHECK/DFT	
BRIDGE		0.15	\$35,833.57		
	ROAD MILES				
COMMON 1	297.51	0.2967	\$70,878.79		
COMMON 2	280.69	0.2799	\$66,865.43		
BILLINGS SPECIAL	103.25	0.103	\$24,605.72		
GARRISON SPECIAL	24	0.0239	\$5,709.48		
OZARK SPECIAL	102.97	0.1027	\$24,534.05		
SELMORE SPECIAL	27.5	0.0274	\$6,545.60		
SOUTH SPARTA SPECIAL	11.1	0.0111	\$2,651.68		
STONESHIRE	5.3	0.0053	\$1,266.12		
TOTAL ROADS	852.32	1	\$203,056.87		
TOTAL BRIDGE			\$35,833.57		
TOTAL DISBURSED			\$238,890.44		

@ 8:50
PB


Presiding Commissioner Lynn Morris

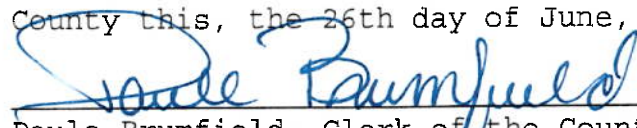

Eastern Commissioner Bradley A. Jackson

ABSENT

Western Commissioner Johnny Williams



IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 26th day of June, 2025.



Paula Brumfield, Clerk of the County Commission

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE, hereinafter referred to as the Release, is entered into by and between Claimants Christian County, Missouri, and Emery Sapp and Sons, Inc. ("**Claimants**") and Respondent Great River Association, Inc. (hereinafter "**Respondent**").

RECITALS

A. **WHEREAS**, Respondent contracted with Claimant Christian County on May 5, 2021 to provide services with respect to the design and construction of Green Bridge, Bridge No. 24900031 replacement, "The Project".

B. **WHEREAS**, in the course of its work Respondent provided incorrect beam seat elevations at the top of the caps for intermediate bents 2 and 3 as noted on the construction plans, sheets S9 and S11, the "Oversight".

C. **WHEREAS**, to address the issues arising out of the Oversight, Emery Sapp provided services and materials and corrected the problem, the "Remediation", and made a claim for payment, "The Claim".

D. **WHEREAS**, all work to remediate the Oversight has now been completed, Claimant Emery Sapp has documented costs of \$101,395.93, the "Remediation Costs".

E. **WHEREAS**, all parties wish to resolve and extinguish any and all claims arising out of the Oversight and the Remediation. Respondent has agreed to reimburse Emery Sapp for the Remediation Costs in exchange for a release by Claimants.

COVENANTS AND AGREEMENTS

NOW, THEREFORE, for and in consideration of the foregoing, the mutual promises and covenants and agreements herein contained, the Parties hereto covenant and agree as follows:

1. **Payment.** Payment shall be made to Emery Sapp & Sons in an amount totaling \$101,395.93 for settlement of the claim which has been asserted. The payments shall be made as follows:
 - a. Respondent's insurer, Lexington Insurance Company, will issue a check made payable to Emery Sapp & Sons, Inc., in the amount of \$51,983.93;
 - b. Respondent, Great River Association, Inc., will issue a check made payable to Emery Sapp & Sons, Inc., in the amount of \$49,412;
 - c. These payments shall total \$101,395.93 and be made within thirty (30) days of execution of this Agreement.
2. **Release.** For the sole consideration of the settlement payment, Claimants, and on behalf of all predecessors, successors, affiliates, attorneys, agents and assigns, hereby release, acquit, and forever discharge Respondent, and its insurer Lexington Insurance Company, and all respective agents, representatives, employees, officers, insurers, attorneys,

shareholders, subsidiaries, affiliates, servants, successors, assigns, and heirs from any and all claims against Respondent associated with the Oversight, including but not limited to claims in law or in equity, asserted or assertable, known or unknown, ascertained or unascertained, accrued or unaccrued, direct, indirect, and/or consequential that Claimants ever had, now has, or which hereafter can, shall, or may have that were caused by, resulting from, arising out of, related to, and/or involving the Oversight and the Remediation. This release does not include any claims in law or in equity, asserted or assertable, known or unknown, ascertained or unascertained, accrued or unaccrued, direct, indirect, and/or consequential that Claimants ever had, now has, or which hereafter can, shall, or may have that were caused by, resulting from, arising out of, related to, and/or involving Change Order #3 Plan revisions sent by email on 05/06/2025, including the following work:

Removal of Bents 1 and 4, including temporary support of the superstructure
Construct new Bents 1 and 4
Modifications to Bents 2 and 3
Additions of expansion joints and structural steel diaphragms

Nor does this Release include any other claims in law or in equity related to the Project that were not associated with or as a result of the Oversight.

3. **No Admission of Liability.** It is understood and agreed that this is the compromise of a doubtful and disputed Claim, made for the purpose of preventing ongoing and potentially costly litigations, and that nothing in this Release shall be construed as any admission of liability on the part of Respondent.
4. **Entire Agreement and Severability.** This Release may not be modified, altered, amended, or otherwise changed except upon written consent by each of the Parties hereto. Should any provision of this Release be held invalid or unenforceable by a court of competent jurisdiction, the Parties agree that the remaining provisions shall remain in full force and effect.
5. **Governing Law.** This Release shall be governed by, and construed in accordance with, the laws of the State of Missouri.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this 17th day of June, 2025.



Authorized Representative of Emery Sapp and Sons, Inc.

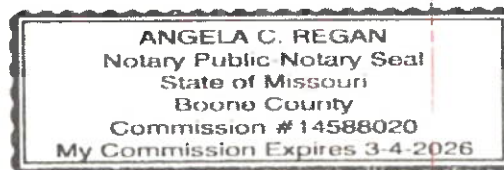
STATE OF MO)
) ss.
COUNTY OF Boone)

On the 17 day of June, 2025, before me personally appeared Amy Allen, to me known to be the person named herein and who executed the foregoing Release and acknowledged to me she voluntarily executed same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My Commission Expires:



THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

Signed, sealed and delivered this _____ day of _____, 2025.

Authorized Representative of Great River
Associates, Inc.

STATE OF _____)
) ss.
COUNTY OF _____)

On the _____ day of _____, 2025, before me personally appeared Krista Rice, to me known to be the person named herein and who executed the foregoing Release and acknowledged to me he voluntarily executed same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 26th day of JUNE, 2025 at Christian County, Missouri.

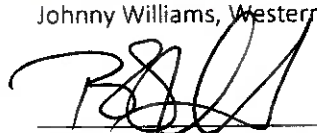
DATED: 6/23/25


Lynn Morris, Presiding Commissioner

DATED: _____

ABSENT
Johnny Williams, Western Commissioner

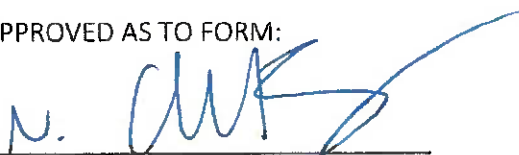
DATED: 6/26/25


Bradley A. Jackson, Eastern Commissioner

Attested By:


Paula Brumfield, Christian County Clerk BY: EF

APPROVED AS TO FORM:



N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

PROJECT UPDATE - Phase 1 Building Shell ad Onsite Clinic Infill

Week of 6/26/2025

Task	Complete	Completion Date	Notes
Items in green are critical to clinic opening			
General Execution	✓		
Date of Commencement -Article A.2.1	✓		
Long Lead Procurement	✓		
Mobilize on Site	✓		
Site Grading and Utilities	✓		
Foundations	✓		
Steel Erection	✓		
Flatwork Concrete -Floors	✓		
Carpentry -Exterior & Interior Framing & Drywall	✓		
Install exterior sheathing and metal studs	✓		
Roof Blocking	✓		
Exterior Envelope -Sheathing Tape	✓		
Install interior metal studs	✓		
Hang Drywall Walls	✓		
Startup Temporary Conditioning	✓		
Finish Drywall Walls -1st Floor	✓		
Roofing	64%		
Pre-Installation Meeting -Roofing	✓		
Install Roof Insulation	✓		
Install seamless roofing material	✓		
Set rooftop equipment	✓		
Install flashing at parapet		7/28/2025	
Roof Inspection		7/30/2025	
EXTERIOR Envelope, Masonry, Glass, Cladding	47%		Delayed by Metal Wall Panel issues
Exterior Glass & Glazing	97%	7/14/2025	
CMU Masonry	✓		
Cultured Stone Veneer	✓		

Week of 6/26/2025

	Complete	Anticipated Completion Date	Notes
SUBSTRATE INSPECTION & REPAIR	✓		
Metal Wall Panel -ACM Survey			
Metal Wall Panels -ACM Offsite Fabrication			
Metal Wall Panels -ACM Installation	3%		
Metal Wall Panels -Flush Panel Installation	5%		
Metal Wall Panels -REVISED PRODUCT DECISION	✓		
Metal Wall Panels - REVISED PRODUT PRODUCTION			
Metal Wall Panels -REVISED PRODUCT INSTALLATION			
Exterior Finish Accessories			
Fire Sprinkler System	57%		
Set Riser		6/23/2025	
Rough-in sprinkler	✓		
OVERHEAD Inspection		7/7/2025	
Trim out sprinkler		7/8/2025	
Plumbing	85%		
Rough in 1st Floor Slab	✓		
Tie in downspouts U/G -DELETED IN PR 01	✓		
Rough in Roof (Plumbing)	✓		
Rough-in Walls (Plumbing)	✓		
Insulate Pipes -Walls	✓		
IN WALL Rough -Inspection (Plumbing)	✓		
Rough in Overhead	✓		
Insulate Pipes -Overhead	✓		
OVERHEAD Rough -Inspection (Plumbing)	✓		
CIVIL - Domestic & sanitary connections	✓		
Set Sinks & fixtures -1st Floor	5%	7/29/2025	Floor sink and faucet installed
Flush, test, and clean piping and fixtures		7/30/2025	

Week of 6/26/2025

	Complete	Anticipated Completion Date	Notes
Electrical	51%		
Rough in 1st Floor Slab	✓		
Rough-in electrical in stud walls	✓		
IN WALL Rough -Inspection (Elec)	✓		
Rough-in Ceilings	✓		
OVERHEAD Rough -Inspection (Elec)	✓		
Pull wire in conduit (Elec)	60%	6/27/2025	
Fire Alarm Wire		6/17/2025	
Make electrical terminations for HVAC equipment	✓		
Fire Alarm Devices & Panel		7/24/2025	
Install Light Poles - PENDING ISLAND CURB (ESS)	50%		Area is leveled with baserock in place. Needing a break in the rain.
Install and terminate electrical devices		7/22/2025	
Install light pole fixtures -test and clean		6/30/2025	
Exterior Devices, Lighting, Service Riser, & Meter(s)		8/19/2025	
HVAC			
Set equipment ROOF	✓		
Set equipment OVERHEAD	90%		
Set equipment in mechanical room	✓		
Rough-in mechanical in stud walls	✓		
Install duct in ceiling plenum space	✓		
Insulate Duct & Pipes	✓		
Control Wire Installation		6/13/2025	
OVERHEAD Rough -Inspection (HVAC)		6/16/2025	
HVAC trim		6/26/2025	
HVAC Startup - PENDING PERMANENT POWER - LIBERTY			
HVAC Test & Balance system			

Week of 6/26/2025

	Complete	Anticipated Completion	Notes
Building Finishes			
Painter WALL substrate approval	✓		
Paint -Prime, Inspect, Repair, Reprime, and 1st coat	75%		Ready for 2nd coat
Interior Glass & Glazing		6/19/2025	
Install Restroom flooring	✓	6/18/2025	Tiles are up. Grout and finish this week.
DELIVERY Wood doors & hardware		6/18/2025	
Install ceiling grid, structure, etc.	✓	6/16/2025	
Install millwork and wood trim		7/2/2025	Material is expected this week
Measure Specialty Tops		6/27/2025	
Install building flooring		7/17/2025	
Paint 2nd Coat walls and woodwork		7/24/2025	
Install ceiling tile		7/17/2025	Material is on site
Install wood doors & hardware		7/18/2025	
Install Specialty Tops		7/23/2025	
Install Toilet Accessories		7/17/2025	
Install Interior Signage		7/24/2025	Material is on site
Install interior lighting	✓	6/25/2025	Lights are wired and dropped into ceiling grid
3rd Party Contractor -DATA & A/V			
Verify Rough In Locations	✓		
Pull Wire		6/18/2025	
Install Racks For Equipment		6/18/2025	Coordinated by IT and CareATC
Install Equipment			
Final Connections & Trim	7%		
3rd Party Contractor -SIGNAGE			
Install Wall Signs - Exterior - "CareATC"		7/16/2025	Material is on site - Richard will install
Install Wall signs - CCOB			
Install Wall Signs -Interior - "CareATC"		7/16/2025	
3rd Party Contractor -AUDIO/VISUAL			
Verify Rough In Locations	✓		
Deliver Equipment			Coordinated by IT and CareATC
Final Connections & Trim			

Week of 6/26/2025

	Complete	Anticipated Completion	Notes
DeWitt Punch Walk			
Paint -Inspect, Spackle, Touch Up		7/24/2025	
Final Clean-up and Occupancy			
Final Clean -1st Floor			
Substantial completion date			

UTILITY & SITE DEVELOPMENT NOTES since last week

Liberty Electric Installation	Signed agreement, easement docs and payment were delivered to Liberty last week. No word yet on a proposed install date. The fill being added to the west of the building eliminates a potential problem with electric as well.
Liberty Connect Fiber	Our IT staff met with representatives from Liberty Connect Mon 6/23 at 10 am. They will require that we bring the fiber in from the 25th St. side of the development. County will be responsible for the cost of trenching and laying conduit from the ROW at 25th to the point of connection.
Spire Gas	Met with Spire, GRE and Liberty on site 6/20. We will be adding fill to the west side of the building to bring the area where utilities must pass through up to finished grade. GRE is estimating the quantity of material in order to come up with a cost figure.
Parking Lot	ESS has begun grooming the area. We hope for curbing to begin soon as they are forming up other areas for concrete as of 6/23. Light pole foundations will go in after the island curbing is in place.
Trail	Rubber surfacing is completed. ESS has corrected the ADA compliance issue in sidewalk/trail interface. Richard will make some minor patches as time allows.
Road Surfacing	Final surface layer will be layed at the same time the parking lot is surfaced.
Seeding	Seeding is planned to happen this week after remaining sections of sidewalk are poured.

Supplement to weekly progress update June 26, 2025

This information covers activity which has taken place since the Monday agenda deadline

Clinic Interior

It's been a good first part of this week.

- Bathroom floors and walls are now tiled and grouted.
- Overhead lighting fixtures have been wired and dropped into the ceiling grid.
- HVAC diffusers are connected and dropped into place.
- Cabinetry has been delivered and workers are completing installation.

Electric Installation

There is no news to report regarding an install date for electric. We are, however, doing anything we can to be ready on our end. This includes:

- Identifying a short term generator option and the cost if this measure is needed.
- Assuring that areas where installation will occur are at the proper grade.
- Making sure the concrete transformer pedestal pad outside the building is ready and waiting.

Natural Gas Installation

Late last week I informed the Commission about the grade issue on the western side of the building and the fact that we need to build the area up with fill in order that utilities can be buried at the proper depth. Great River is working with ESS to quantify the amount of material and labor to build up the berm we need. Ultimately, this is part of the work we had cut out of the bid initially, hoping to defer cost to a later phase.

Fiber Installation

Bill Rawlings, John Beadles and I met with a representatives from Liberty Connect on Monday 6/23 to discuss bringing fiber from Jackson St. up to the building. We were informed that the route they will use is coming in from 25th St. which is the opposite of what Liberty Electric plans call for. The County will be required to provide the trenching and conduit from the ROW at 25th to the building.

Overall Site Development

ESS has continued to finish up details at the site this week:

- Finished concrete flatwork behind the seating area of the detention basin.
- Completed several missing sections of sidewalk.
- Cleaned up areas of excess gravel in preparation for seeding.

Change Orders and Possible Added Costs on the Horizon

Additional Earth Moving – Once GRE is able to quantify the amount of material and ESS arrives at a cost to build up the berm we need I will need to present a change order to the Commission. The goal is to have this available for review next week.

Generator rental – I've requested quotes from multiple rental companies in the area. Several companies including General Rental and Equipment Rentals do not have access to units with the capacity we need but have given recommendations.

Sunbelt Rentals - 1600 Chestnut Expy (417) 799-5195 (see attached quote).

United Rental - 2700 E. Kearney (417) 292-1190 (still awaiting quote).

Herc Rentals – 1907 E Bergman (417) 357-5849 (still awaiting quote).

Central Power Systems – Tim Schultz (417) 840-5713 (awaiting call back)

Our architecture firm GHN also has their electric specialist working to locate an option for us as well.

Fiber Install - At this time we are waiting on further detail from Liberty in order to get a quote from the trenching contractor which the County has an annual with. If all goes well, we will have the same contractor doing both the electric and fiber trenching at the same time which would minimize mobilization cost. An amount for trenching work was already included in the Requisition for the electric install. Its possible this amount may cover the trenching for both electric and fiber. Once we have the specs needed to get a firm bid we'll know where that stands.

Lots of activity taking place on Wed. 6/25. Cabinets and toilets being installed. Final connections made from HVAC ducts to diffusers.

