



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5494)

Meeting: 06/25/26 9:00 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Eryn Flood

Initiator: Eryn Flood

Sponsors:

Doc ID: 5494

Meeting Attachments

ATTACHMENTS:

- 1 - COVER SHEET- EMERGENCY PROCUREMENT #2026-4- WOOD CHIPPER
- 2 - 25 JUNE 2026-EMERGENCY FORM 2026 4 WOOD CHIPPER
- 3 - COVER SHEET-JOHNSON CONTROLS-24/7 MONITORING
- 4 - 25 JUNE 2026- JOHNSON CONTROLS-PROPOSAL AGREEMENT FOR 24/7 MONITORING
- 5 - 25 JUNE 2026- JOHNSON CONTROLS- CPQ1279855- AWARD LETTER
- 6 - COVER SHEET-JOHNSON CONTROLS FIRE PROTECTION
- 7 - 25 JUNE 2026- JOHNSON CONTROLS FIRE PROTECTION-JCI PROPOSAL AGREEMENT
- 8 - 25 JUNE 2026- JOHNSON CONTROLS FIRE PROTECTION-STATE OF MISSOURI CONTRACT #CC23282005
- 9 - 25 JUNE 2026- JOHNSON CONTROLS FIRE PROTECTION-AWARD LETTER
- 10 - 25 JUNE 2026- JOHNSON CONTROLS FIRE PROTECTION-SIGNATURE PAGE
- 11 - COVER SHEET-CC LINKS MEMBERS
- 12 - 25 JUNE 2026- CC LINKS MEMBERS LETTER
- 13 - COVER SHEET- FOREST SERVICE FUNDS
- 14 - 25 JUNE 2026- FOREST SERVICE FUNDS DATA
- 15 - 25 JUNE 2026- FOREST SERVICE FUNDS LETTER
- 16 - COVER SHEET-REZONING CASE #2025-0187- CREATIVE HOMES
- 17 - 25 JUNE 2026- REZONING CASE #2025-0187- CREATIVE HOMES-STAFF REPORT
- 18 - 25 JUNE 2026- REZONING CASE #2025-0187- CREATIVE HOMES-COURT ORDER



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Emergency Procurement ep 2026-4 - Wood Chipper - Highway

Kim Hopkins-Will Miranda Beadles

Emergency Procurement #2026-4

RSMo 50.780. Emergency Procurements

The county commission may waive the requirement of competitive bids or proposals for supplies when the county commission has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to county property in order to protect against further loss of, or damage to, county property, to prevent or minimize serious disruption in county services or to ensure the integrity of county records.

Notwithstanding any other provisions of this policy, and by direction of the Christian County Commission, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable

under the circumstances. In the case of a major disaster affecting County operations caused by weather, terrorism, war, accidents, explosions, Acts of God, etc. the Presiding Commissioner could enact the emergency purchasing policy to cover whatever goods and/or services may be necessary to stabilize the County's operations. A written documentation of the basis for the emergency and for the selection of a particular contractor shall be documented on the Emergency Procurement Form and submitted to the Purchasing Department by the requesting department. As soon as practicable, a record of such emergency procurement shall be made and maintained in the Purchasing Department contract file and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification of the contract file. A record of the emergency purchase shall also be stated in the Commission's next regularly scheduled minutes.

The Highway Administrator requested an emergency procurement for a wood chipper that was damaged during the last storm this past week. A quote was immediately provided by Vermeer in Brookline, Missouri.

The Cutter drum, bearing replacement, belt replacement, shear bar, adjustment, and more.



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

ms, the wood chipper can safely and efficiently clear overgrown roadside vegetation, manage storm debris, and prevent traffic hazards.

Estimated Pricing: \$12,154.16

Presiding Commissioner Morris was notified by the Purchasing Agent.

A record of the emergency purchase shall also be stated in the Commission's next regularly scheduled minutes

ATTACHMENTS:

Emergency Form 2026 4 Wood Chipper Highway Department

Requested by: purchasing@christiancountymo.gov 2026-06-22 09:20

Updated: 2026-06-22 09:32

EMERGENCY PROCUREMENT FORM

Christian County Emergency Procurement Policy states: Notwithstanding any other provisions of this Policy, and by direction of the Presiding Commissioner, the Purchasing Agent may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written documentation of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the item(s) procured under the contract, and the identification number of the contract file.

Elected Official or Department Head: Highway Engineer Miranda Beadles Date: 6/22/26

Originating Office or Department: Highway Department

Vendor Name: Vermeer Great Plains, Inc.

Vendor Address: 6260 US-60, Brookline, MO 65619

Product Description: Wood Chipper

Reason for Emergency: (attach quote)

Wood chipper broke recently. A quote was provided by Vermeer Company.

Estimated Cost: \$12,154.16_

The following is a list of questions to be answered when submitting emergency procurement requests. This is a formal document for submission to the County Commission.

1. Please describe the reason for the emergency procurement request related to a threat to public health, welfare, or safety. During storms a wood chipper is able to safely clear overgrown vegetation along roadside, manage storm debris and prevent traffic hazards.
2. Describe the anticipated consequences of not procuring immediately. Roads would not be cleared.
3. Describe and attach any quotes received (every attempt should be made for competition). The quote includes Cutter Drum Assembly, Bearing replacement, Belt Replacement, shear bar and adjustment, and more.

Is this a one-time purchase? **Yes** or No (Circle One)

If not, detail the anticipated future purchases with anticipated acquisition dates

To be filled out by Purchasing Department:

Purchasing Emergency Procurement No. 2026-4

Purchasing Agent Approval: Kip DeW Date: 6/22/26

Expiration Date: 10/30/26 this a One-Time Purchase? **Yes**

As soon as practicable, a record of such emergency procurement shall be made and maintained in the Purchasing Department contract file and shall set forth the contractor's name, the amount and type of contract, a listing of the item(s) procured under the contract, and the identification of the contract file. A record of the emergency purchase shall also be stated in the Commission's next regularly scheduled minutes.

Brought before the Commission for record of emergency procurement Date: _____

Kim Hopkins-Will

From: Miranda Beadles
Sent: Monday, June 22, 2026 8:19 AM
To: Kim Hopkins-Will
Cc: Lynn Morris; Amber Bryant; Amy Dent
Subject: RE: Emergency Chipper Repair - Emergency Procurement

Would you be able to assist with putting the EP together based on what I have in the req? I'm super short staffed today but need to get that chipper fixed ASAP.

Miranda Beadles, P.E.
Highway Administrator

From: Kim Hopkins-Will <khopkins@christiancountymo.gov>
Sent: Thursday, June 18, 2026 2:13 PM
To: Miranda Beadles <mbeadles@christiancountymo.gov>
Cc: Lynn Morris <lmorris@christiancountymo.gov>; Amber Bryant <abryant@christiancountymo.gov>; Amy Dent <adent@christiancountymo.gov>
Subject: Emergency Chipper Repair - Emergency Procurement

Miranda,
Good afternoon!

I wanted to touch base on Requisition #45669. It exceeds the State threshold of \$12,000 under RSMo 50.660, which places it outside of my approval authority. I also noticed it's marked as an Emergency Procurement. I checked in with Presiding Commissioner Morris, and he wasn't aware of the emergency, so I just want to make sure we have everything documented correctly.

When you have a moment, please complete the attached Emergency Procurement Report and return it to me so I can keep things moving for you.

Thank you so much for your help with this, really appreciate it!

Please let me know if you have any questions or if I can assist in any way.

Kimberly Hopkins-Will, MBA, NIGP-CPP, CPPO, CPPB

Purchasing Manager
Christian County
202 W. Elm Street
Ozark, Missouri 65721
Office: 417-582-4309
khopkins@christiancountymo.gov

Suppliers are encouraged to register on our new electronic bidding system. [Click here to begin registration.](#)



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

Contract Award: State of Missouri Contract #CC232820010 - JCI

Purchasing Manager Hopkins-Will/Maintenance Supervisor Richard Teague

Contract Award: Johnson Controls - 24/7 Monitoring

BACKGROUND FOR COMMISSIONERS:

This is a three-year contract with Johnson Controls, which will provide 24/7 monitoring for the 479 N. Government Plaza Circle building. This vendor currently monitors buildings in the County.

RECOMMENDATION:

Our recommendation is to award the contract to JCI for 24/7 monitoring.

PRICING:

\$850.00 per year

ATTACHMENTS:

JCI Proposal Agreement for Monitoring
Award Letter

Requested by: purchasing@christiancountymo.gov 2026-06-18 11:31

Updated: 2026-06-18 11:36

Christian County Operations Center Monitoring - CPQ-1279855

Planned Service Agreement



Johnson Controls Fire Protection LP
2280 Ball Drive
St Louis MO63146-0000
USA

Proposal Presented On:
06-17-2026



SERVICE SOLUTION

Customer #: 4758698
Christian County Operations Center Date: 17-Jun-26
Proposal #: CPQ-1279855
Term: 1-Jul-26 to 30-Jun-29

Billing Customer:
Christian County Operations Center
479 N GOVERNMENT PLAZA CIR
OZARK, MO 65721-0000

Service Location:
Christian County Operations Center
479 N Government Plaza Cir,
Ozark, MO 65721

Johnson Controls Fire Protection LP
Sales Representative:
Kevin Carroll
2280 Ball Drive
St Louis MO 63146-0000
kevin.1.carroll@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-EDWARDS I/O
EDWARDS FIRE ALARM SYSTEM I/O

Customer Pricing Type : Local

Monitoring Account Type: Fire Alarm

Number of Additional Building Partitions: 0

Total Initiating Devices: 0

Primary Communication: Cellular

Secondary Communication:

Per Point : No

ALARM & DETECTION- MONITORING

Subtotal Contract Value (less tax): \$2,550.00

Total Estimated Tax: \$0.00

Total Contract Value with Estimated Tax : \$2,550.00

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Monitoring
Christian County Operations Center	479 N Government Plaza Cir,	Ozark	MO	65721	\$850.00

ALARM & DETECTION- MONITORING

SYSTEM-FA-EDWARDS I/O

Alarm signal initiated by a fire alarm control panel. Central Station will endeavor to notify the fire department and Customer when an alarm or trouble signal is received. This service includes 1- 800 toll-free signal transmission, 24-hour auto dialer test, and notification of Customer-provided Emergency Call List.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Christian County Operations Center** and is effective **07-01-2026** (the "Effective Date") to **06-30-2029** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will renew automatically and may be subject to cost increase.

PAYMENT FREQUENCY: Annual In Advance

Signature : _____
Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$850.00 - **Proposal #:** CPQ-1279855

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2026 - 06/30/2027	\$850.00
2	07/01/2027 - 06/30/2028	\$850.00
3	07/01/2028 - 06/30/2029	\$850.00

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

SERVICE SOLUTION

SCOPE OF SERVICE AND BASE TERMS AND CONDITIONS: In accepting this Agreement, Customer agrees to the Terms and Conditions found at <https://www.johnsoncontrols.com/legal/fire-service-uscan-terms> (the “Service Terms”). Where services include, use, implement, and deploy software and hosted software products, such software related to these services are governed by Company’s standard terms for software found at <https://www.johnsoncontrols.com/techterms> (the “Software Terms”). Both the Service Terms and Software Terms, as in effect from time to time, are fully incorporated into this agreement by reference (collectively, the “Terms and Conditions”). Attention is directed to the Customer’s commitments and obligations to Company, limitation of liability, warranty, indemnity and other terms and conditions contained therein. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of Agreement shall be authorized in writing by the parties. This Planned Service Agreement, Terms and Conditions, and any schedules attached hereto are incorporated by reference as if set forth fully herein (collectively the “Agreement”), cover the rights and obligations of the Parties.

Any additional work or services outside the scope of the Agreement and performed by Company at the direction of Customer shall be subject to the Company’s standard customer terms and conditions found at <https://www.johnsoncontrols.com/customerterms>, which are also incorporated herein by reference.

This proposal is valid for thirty (30) days from the proposal date. In accepting this proposal, Customer agrees to the Terms and Conditions Covering the Agreement herein and understand they shall prevail over any variation in terms and conditions on any Purchase Order or other documents Customer may issue.



SERVICE SOLUTION

Multi Year Contract Rider AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: NO: This signed contract satisfies requirement
 YES: Please reference this PO Number: _____

Christian County Operations Center	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

June 25, 2026

Johnson Controls Fire Protection
2280 Ball Drive
St. Louis, MO 63146
Attn: Kevin Carroll
Kevin.1.carroll@jci.com

RE: Christian County Operations Center Monitoring CPQ-1279855

The Christian County Commission voted in session today to award Johnson Controls the Christian County Operations Center Monitoring contract (CPQ-1279855) for the building located at 479 N. Government Plaza Circle, Ozark, Missouri.

This contract is effective July 1, 2026, through June 30, 2029.

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

Johnny Williams
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Date: _____

Date: _____

Date: _____



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Contract Award: State of Missouri Contract #CC232820010 - JCI

Purchasing Manager Hopkins-Will/Maintenance Supervisor Richard Teague

BACKGROUND FOR COMMISSIONERS:

This is a three-year contract for Security & Fire Protection Services for the 479 N. Government Plaza Circle building. We are utilizing the State of Missouri contract #CC232820010 for JCI. JCI is our current provider of fire protection for other County buildings. This is adding to that service. This contract includes inspections and reporting for the Fire Alarm System, Sprinkler System, Backflow System, Fire Extinguishers, and Emergency Lighting.

PRICING: \$1582.58 per year

Our recommendation for the award to JCI is the Security & Fire Protection contract.

ATTACHMENTS:

- JCI Proposal
- State of MO Contract #cc23282005
- Signature Page
- Award Letter

ATTACHMENTS:

JCI Proposal Agreement

State of Missouri Contract #cc23282005

Signature Page

Award Letter

Requested by: purchasing@christiancountymo.gov 2026-06-17 16:29

Christian County Operations Center-NASPO Inspections - CPQ-1279801

Planned Service Agreement



Johnson Controls Fire Protection LP
2280 Ball Drive
St Louis MO63146-0000
USA

Proposal Presented On:
06-17-2026

Items cited in this quote are products and installation services priced in accordance with Johnson Control Fire Protection LP's NASPO Value Point Cooperative Agreement 99SWC-NV23-16270. Terms and Conditions within this Master Agreement are also included in Johnson Control Fire Protection LP's Missouri State Contract # CC232820005.



SERVICE SOLUTION

Customer #: 4758698
Christian County Operations
Center Date: 17-Jun-26
Proposal #: CPQ-1279801
Term: 1-Jul-26 to 30-Jun-29

Billing Customer:
 Christian County Operations Center
 479 N GOVERNMENT PLAZA CIR
 OZARK, MO 65721-0000

Service Location:
 Christian County Operations Center
 479 N Government Plaza Cir,
 Ozark, MO 65721

Johnson Controls Fire Protection LP
Sales Representative:
 Kevin Carroll
 2280 Ball Drive
 St Louis MO 63146-0000
 kevin.1.carroll@jci.com

INVESTMENT SUMMARY

(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
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SYSTEM-FA-EDWARDS I/O

EDWARDS FIRE ALARM SYSTEM I/O **Est. First Inspection: January**

Main Fire Alarm Panel		Annual	
Fire Alarm Battery Test (each)		Annual	
Digital Alarm Communicator Transmitter (DACT)		Annual	
Smoke Detector Conventional		Annual	
Heat Detector Restorable		Annual	
Duct Detector Conventional		Annual	
Pull Station		Annual	
Audio-Visual Notification Conventional		Annual	
Monitor IAM/ZAM/Relay		Annual	
Waterflow Test		Annual	
Tamper Switch		Annual	

FIRE ALARM ESSENTIAL SERVICE OFFER Total: \$468.16

SYSTEM-SP-WET SPRINKLER

WET SPRINKLER SYSTEM **Est. First Inspection: January**

Wet System Test & Inspect (Includes Tamper, Flow, Gate Valve, Fire Dept Connection Plastic Caps, Valve Trim & Main Drain Valve)		Annual	
Control valve		Annual	



SERVICE SOLUTION

Control valve - with tamper switch Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total: \$231.67

SYSTEM-SP-BACKFLOW

BACKFLOW SYSTEM Est. First Inspection: January

Backflow Preventer-Fire Annual

SPRINKLER ESSENTIAL SERVICE OFFER Total: \$139.00

SYSTEM-EX-EXTINGUISHERS

EXTINGUISHERS/PORTABLES SYSTEM Est. First Inspection: January

Dry chem - stored pressure- refillable Annual
(ABC)

EXTINGUISHER ESSENTIAL SERVICE OFFER Total: \$99.75

SYSTEM-EE-EMERGENCY LIGHT

EMERGENCY EXIT LIGHT SYSTEM Est. First Inspection: January

Emergency/Exit Lighting (Annual Annual
Including 90 Minute Load Test)

EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE Total: \$644.00

Subtotal Contract Value (less tax): \$4,747.74

Total Estimated Tax: \$0.00

Total Contract Value with Estimated Tax : \$4,747.74

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

SUMMARY OF SERVICES

The summary of services is intended to cover the following locations:

Location	Address	City	State	Zip	Fire Alarm	Sprinkler	Fire Extinguishers	Emergency Lights
Christian County Operations Center	479 N Government Plaza Cir,	Ozark	MO	65721	\$468.16	\$370.67	\$99.75	\$644.00

FIRE ALARM ESSENTIAL SERVICE OFFER

SYSTEM-FA-EDWARDS I/O

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible peripheral devices listed and currently connected to the facility fire alarm system. Tests will be scheduled in advance. Unless otherwise specified herein, batteries installed within wireless initiating and notification peripheral devices are not covered under this agreement. Replacement of such batteries will be at an additional cost.

DOCUMENTATION:

Accessible components and devices logged for:

- Location of each device tested, including system address or zone location
- Test results and applicable voltage readings
- Any discrepancies found noted Inspection documentation provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

EXTINGUISHER ESSENTIAL SERVICE OFFER

SYSTEM-EX-EXTINGUISHERS

INSPECTION ONLY COVERAGE FOR LISTED FIRE EXTINGUISHERS:

The Essential Plan covers inspection labor Monday through Friday (8am-5pm), except holidays, of the listed equipment.

Please note the following exclusions:

- Labor, repairs, and materials for services outside the specified inspection frequency are not included.
- Hydrotesting of cylinders are not included.
- Recharges are not included.
- 6 year maintenance is not included.
- Any labor or materials required for excluded services will be billed at Johnson Controls' then-current rates.
- Additional charges may apply for services that require the use of a lift.

INSPECTION OVERVIEW:

Our trained technicians will inspect the accessible devices listed. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

- Location of each device
- Required device tags

SERVICE SOLUTION

- Any deficiencies found will be noted. Approved deficiency repairs will be billed separately.
- Any devices inspected but not included on the "List of Equipment" page, will bill separately.

Inspection documentation will be provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements. Customer is responsible for ensuring compliance with all applicable AHJ and code requirements. Services under this agreement are limited to those expressly described herein.

SPRINKLER ESSENTIAL SERVICE OFFER

SYSTEM-SP-WET SPRINKLER SYSTEM-SP-BACKFLOW

TEST AND INSPECTION:

Inspections and diagnostic tests for the accessible fire sprinkler devices listed and currently connected to fire sprinkler system. Tests will be scheduled in advance.

DOCUMENTATION:

Accessible components and devices logged for: Test results Any discrepancies found noted Inspection documentation provided to Customer. NOTE: Certain additional services may be required by the Authority Having Jurisdiction. AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted Services fulfill requirements.

EMERGENCY EXIT LIGHTS ESSENTIAL SERVICE

SYSTEM-EE-EMERGENCY LIGHT

INSPECTION ONLY COVERAGE FOR LISTED EMERGENCY LIGHTING SYSTEMS:

The Essential Plan covers inspection labor Monday through Friday (8am-5pm), except holidays, of the listed equipment.

Please note the following exclusions:

- Labor, repairs, and materials for services outside the specified inspection frequency are not included.
- Any labor or materials required for excluded services will be billed at Johnson Controls' then-current rates.
- Additional charges may apply for services that require the use of a lift or the need for an additional inspector due to height safety requirements.

INSPECTION OVERVIEW:

Our trained technicians will inspect the accessible devices listed and currently connected to the facility emergency lighting system. (See "List of Equipment" page for equipment to be tested.)

DOCUMENTATION:

- Location of each device
- Test results
- Each emergency light will have a sticker applied noting the month and year inspected. Note: Customer may request not to have a sticker placed on the emergency lights.
- Any deficiencies found will be noted or upon Customer's approval, repaired. Approved deficiency repairs will be billed separately
- Any devices inspected but not included on the "List of Equipment" page, will bill separately.

SERVICE SOLUTION

Inspection documentation will be provided to Customer's representative. NOTE: Certain additional services may be required by the Authority Having Jurisdiction (AHJ). AHJ or internal organizational requirements may be more restrictive than state/provincial requirements. Building owners and managers should make themselves aware of applicable codes and references in order to ensure that contracted services are in compliance with these requirements.

Control valve - with tamper switch

SYSTEM-SP-WET SPRINKLER

Each control valve is operated in its full range to ensure correct functioning annually. Drain test is conducted after opening



SERVICE SOLUTION

Items cited in this quote are products and installation services priced in accordance with Johnson Control Fire Protection LP's NASPO Value Point Cooperative Agreement 99SWC-NV23-16270. Terms and Conditions within this Master Agreement are also included in Johnson Control Fire Protection LP's Missouri State Contract # CC232820005.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement and a new PO to renew.

PAYMENT FREQUENCY: BAMA In BAMA

Signature : _____
Date : _____

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$1,582.58 - **Proposal #:** CPQ-1279801

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	07/01/2026 - 06/30/2027	\$1,582.58
2	07/01/2027 - 06/30/2028	\$1,582.58
3	07/01/2028 - 06/30/2029	\$1,582.58

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions as stated in the Cooperative Agreement referenced above, along with all Terms and Conditions provided in attached documents. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the services requested by the Customer after the execution of this Agreement shall be paid for by said Customer and such changes shall be authorized in writing

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



CONTRACT NUMBER CC232820005

MissouriBUYS SYSTEM ID:	MB00025615
Contractor Name:	Johnson Controls Fire Protection LP
Contractor Address:	5757 N Green Bay Ave Milwaukee, WI 63209
Contact Information:	Name: Tom Staves Phone Number: 443-676-8813 Email Address: Thomas.staves@jci.com

MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION

MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
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CONTRACT NUMBER CC232820006

MissouriBUYS SYSTEM ID:	MB00197738
Contractor Name:	Justice Systems Corporation
Contractor Address:	3902 West Valley Hwy N, Ste 306 Auburn, WA 98001
Contact Information:	Name: Paul Allyn Phone Number: 425-890-1300 Email Address: pallyn@justicesys.com

MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION

MBE: No	WBE: No	SDVE: No	Blind/Sheltered Workshop: No
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NOTICE OF AWARD

State Of Missouri
Office Of Administration
Division Of Purchasing
PO Box 809
Jefferson City, MO 65102-0809
<http://oa.mo.gov/purchasing>

CONTRACT NUMBER CC232820005 ✓	CONTRACT TITLE Statewide Security & Fire Protection Services
AMENDMENT NUMBER N/A	CONTRACT PERIOD September 12, 2023 through July 31, 2028
REQUISITION/REQUEST NUMBER N/A	MissouriBUYS SYSTEM ID MB00108488
CONTRACTOR NAME AND ADDRESS Johnson Controls Fire Protection LP 5757 N Green Bay Ave Milwaukee, WI 53209	STATE AGENCY'S NAME AND ADDRESS Various State Agencies throughout the State of Missouri
ACCEPTED BY THE STATE OF MISSOURI AS FOLLOWS: In accordance with section 34.046, RSMo, contract CC232820005 between the State of Missouri and Johnson Controls Fire Protection LP is hereby awarded by the State of Missouri consisting of the attached documentation as specified on page 2 of the attached Cooperative Contract Procurement document.	
BUYER John D. Geiser	BUYER CONTACT INFORMATION Email: john.geiser@oa.mo.gov Phone: (573) 522- 9580 Fax: (573) 526-9816
SIGNATURE OF BUYER 	DATE 9/12/2023
DIRECTOR OF PURCHASING Karen S. Boeger	



Christian County Commission

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

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Johnny Williams
Western Commissioner

June 25, 2026

Johnson Controls Fire Protection
2280 Ball Drive
St. Louis, MO 63146
Attn: Kevin Carroll
Kevin.I.carroll@jci.com

RE: JCI - Inspections Contract #CPQ-1279801

The Christian County Commission voted in session today to award Johnson Controls the NASPO Inspections contract (CPQ-1279801) for the building located at 479 N. Government Plaza Circle, Ozark, Missouri. This contract includes inspections and reporting for the Fire Alarm System, Sprinkler System, Backflow System, Fire Extinguishers and Emergency Lighting.

This contract is effective July 1, 2026, through June 30, 2029.

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

Johnny Williams
Western Commissioner

Lynn Morris
Presiding Commissioner

Bradley A. Jackson
Eastern Commissioner

Date: _____

Date: _____

Date: _____

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

COUNTY OF CHRISTIAN

By: _____
Lynn Morris, Presiding Commissioner

Date: _____

By: _____
Bradley A. Jackson, Eastern Commissioner

Date: _____

By: _____
Johnny Williams, Western Commissioner

Date: _____

AUDITOR CERTIFICATION

ATTEST BY: _____
Paula Brumfield, Christian County Clerk,

I certify that the expenditure contemplated by this document is within the purpose of the the document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

APPROVED TO AS FORM:

By:  _____
N. Austin Fax, Christian County Counselor

Amy Dent, Christian County Auditor

Date



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

CC Links Board Member Renewals

Commission

Three Christian County Links Board Members terms will end on July 31, 2026 and would all like to continue to serve and extend their terms for another three years. This reappointment needs Commission approval.

The three Board Members seeking reappointment are:

Greg Williams

Amanda Barnes-Adams

Tiffany Eggleston

Requested by: bporterfield@christiancountymo.gov 2026-06-18 15:44

1548 N Commercial Rd., Nixa, MO 65714
Andrea Swope, Executive Director
Tel: 417-494-4982 Fax: 417-494-4983
www.christiancountylinks.net



June 11, 2026

Christian County Commission
100 W. Church Street, 104
Ozark, Missouri 65721

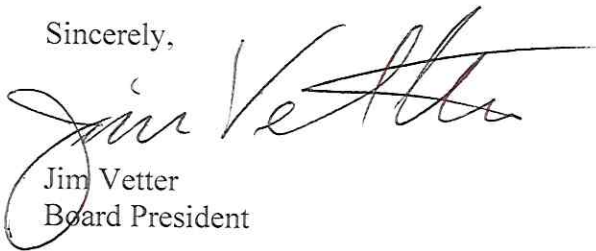
Dear County Commissioners:

The following SB40 Board members terms end on July 31, 2026. The following members would like to continue to serve and extend their terms for another 3 years, with your approval.

Greg Williams gwilliams@connellinsurance.com	Vice Chair	659 W. Grayrock Drive Springfield, MO 65810	417-848-1074 Cell 417-973-0817 Work
Amanda Barnes-Adams amandakaralee@gmail.com	Board Member	8213 Interlochen Dr. Nixa, MO 65714	417-880-2007 Cell
Tiffany Eggleston Teggleston1@hotmail.com	Board Member	159 Maples Ln Billings, MO 65610	417-861-7914 Cell

If additional information is required, you may reach Andrea Swope, Executive Director at 417-839-4336.

Sincerely,



Jim Vetter
Board President

People First for 40 Years!



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Forest Service Funds - 1908 Act Amended Funding vs Secure Rural Schools Funding

Commission

The Commission needs to discuss their options on whether to choose to receive the 1908 Act Amended funding or the Secure Rural Schools Funding. The Acts both provide for payment in which eligible federal lands are situated.

This year's amounts are estimated as follows:

Estimated SRS payment: \$70,203.81

Estimated 1908 /25% amount: \$71,847.25

Counties haven't had to choose since 2023. At that time, the Commission chose to receive a full payment of \$63,800 and distribute 75% to schools and 25% to roads - as they had in the previous years.

IMPORTANT: This PDF contains interactive features that require Adobe Acrobat Reader. If you are viewing this document in an email preview, web browser, or mobile viewer, download the file and open it in Adobe Acrobat Reader to complete the form.

State: MISSOURI			Election to Receive Payment	Title Allocation of the Secure Rural School Act Payment				
				Percentage (number) in the columns below, not to exceed 100-total				
County Name	Estimated SRS Payment	Estimated 1908/25% Payment	Payment Election: SRS or 1908/25% Payment	Percent for Public Schools & Roads (Title I)	Percent for Special Projects (Title II)	Percent for County Funds (Title III)	Percent to Return to U.S. Treasury	Percent Total
Barry(009)								—
Bollinger(017)								—
Boone(019)								—
Butler(023)								—
Callaway(027)								—
Carter(035)								—
Christian(043)	\$70,203.81	\$71,847.25						—
Crawford(055)								—
Dent(065)								—
Douglas(067)								—
Howell(091)								—
Iron(093)								—
Laclede(105)								—
Madison(123)								—
Oregon(149)								—
Ozark(153)								—
Phelps(161)								—
Pulaski(169)								—
Reynolds(179)								—
Ripley(181)								—
Shannon(203)								—
St.Francois(187)								—
St.Genevieve(186)								—
Stone(209)								—

****MAKE SURE TO FILL OUT THE REQUIRED CONTACT INFORMATION ON PAGE 2 OF THIS ELECTION FORM PRIOR TO SUBMISSION.**

Mike Kehoe
Governor



Stacy Neal
Director
Division of Accounting

Kenneth J. Zellers
Commissioner

State of Missouri
Office of Administration
Division of Accounting
Post Office Box 809
Jefferson City, Missouri 65102
(573) 751-2971
acctmail@oa.mo.gov

June 15, 2026

Dear County Clerk and County Commissioners,

The Forest Service has contacted the State of Missouri regarding the election of funds process for the Secure Rural Schools and Community Self-Determination Act of 2000 (SRS), as amended and reauthorized, under Public Law 119-58 and the 1908 Act Amended. For the first time since 2023, your County will have the option to choose to receive the 1908 Act Amended funding or the Secure Rural Schools funding. The Acts both provide for payments to States to be distributed to counties in which eligible federal lands are situated. Additional information about SRS and 1908 Act Amended payments is available on the U.S. Forest Service, Secure Rural Schools Program website at: <https://www.fs.usda.gov/working-with-us/secure-rural-schools/act>.

The main difference between the two choices, other than funding amounts, is fairly simple. Under the 1908 Act Amended, the eligible County will receive a share of the State's 25% payment, based on the 7-year rolling average of annual receipts. This money is disbursed, as required by Missouri Statutes RSMO 12.070 and 12.090, 75% to school districts and 25% to roads within the county that receives the funding. Additionally, there is no certification required by the County who opts to take the 1908 Act Amended funds. A County that elects to receive a share of the State payment under SRS that is greater than \$100,000 must make an **election to allocate the payment among the titles in the authorizing law**, as explained below by the US Forest Service guidelines:

- **\$100,000 or less. (Minor distribution)** An eligible county that elects to receive a share of the State payment that is \$100,000 or less (a minor distribution) may elect to use 100-percent of its share for public roads and schools under Title I. **A county that elects to receive a minor distribution must make an affirmative election to use the 100-percent of its share for Title I purposes.** In the alternative, the county may opt to allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.
- **\$100,001 to \$349,999 (Moderate distribution)** If the county share of the State payment is more than \$100,000 but less than \$350,000, the county must allocate 15-

percent to 20-percent of its share to Title II, Title III, or a combination of both. The total percentage allocated to Title II and/or Title III must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

- **\$350,000 or greater (Major distribution)** If the county share of the State payment is \$350,000 or greater, the county must allocate 15-percent to 20-percent of its share to Title II, Title III, or a combination of both, except that the allocation for Title III projects may not exceed 7-percent. The total percentage allocated to Title II and Title III combined must be no less than 15-percent and no greater than 20-percent. The county also may opt to return its allocation, in whole or part, to the Federal Government.

To provide maximum flexibility, projects funded under Title II must be initiated (reviewed and recommended by a resource advisory committee) by September 30, 2028, and Title II funds must be obligated by September 30, 2029. In addition, projects funded under Title III must be initiated by September 30, 2028, and Title III funds must be obligated by September 30, 2029.

An eligible county's failure to make a payment election will result in a defaulted assignment to the State Payment (SRS) for that county. An eligible county's failure to elect to allocate its share of the State Payment (SRS) shall be considered to have elected to expend 80-percent of the share for public schools and roads. The remaining 20-percent will be available to the Forest Service to carry out projects in the eligible county to further the purposes of Title II.

Attached is an Estimated Payment Report from the Forest Service, that shows an estimation of the funds that each County could receive showing both the SRS amount and the 1908, 25-Percent 7 Year Rolling Average amount. Hopefully, this will assist your County officials in determining the funding that they want to receive. The elections and Title designated allocations must be received, in writing by the State, **no later than July 20th**, so it may be submitted to the Federal government by the August 1st deadline. The Forest Service **will not** accept an election directly from a county or from any non-governmental organization acting on behalf of a county.

Based on the estimated amount shown on the attached Estimated Payment Report, Christian County is currently expected to receive less than \$100,000. Previously, Christian County had elected to receive the SRS funding. Therefore, the only election that your County will need to make is whether they opt to receive the SRS Funding payment or the 1908 Act payment.

Again, I would like to stress that the deadline to report the program of choice and any allocations made by your county, must be submitted to me, in writing, no later than July 20th and can be submitted to me via e-mail at: Beth.Dillon@oa.mo.gov.

Sincerely,

Beth Dillon
Office of Administration
Division of Accounting



Christian County Commission

100 West Church St, Room 100

Ozark, MO 65721

Zoning Case #2025-0187 Remanded by Circuit Court

Todd Wiesehan Creative Homes, LLC - Tatyana Osennyi

Zoning decision made on October 2, 2025, was appealed to Circuit Court. Judge Gross has remanded the matter back to the County Commission with instruction for additional review.

ATTACHMENTS:

Court Order

Staff report

Requested by: toddw@christiancountymo.gov 2026-06-22 10:07



Christian County Planning & Development Dept. Staff Report

DATE: June 25, 2026
CASE NUMBER: 2025-0187
APPLICANTS: Tatyana Osenniy / Creative Homes LLC

On May 29, 2026, Judge Gross issued an Order remanding Case No. 2025-0187 back to the County Commission for a rehearing and determination of whether to grant an approval of the applicants request to rezone the subject property from A-1 to A-R. The Order specifically instructs the Commission to include consideration of the Popesku case (2025-0196) and additional evidence.

The Order goes on to define “additional evidence” as:

1. Any discrepancies between the staff report provided to the Christian County Commission in the Creative Homes Matter (the "Creative Homes Staff Report") and concerns expressed by members of the public at the public hearing on the Creative Homes Matter; and
2. Comparison between the findings of the Christian County Commission in the Creative Homes Matter and Popesku Matter, including comparison of the Creative Homes Staff Report and the staff report provided to the Christian County Commission (the "Popesku Staff Report"), in the context of, and in comparison to, the Christian County Comprehensive Plan.

The analysis which follows is an attempt to provide the “additional evidence” called for in the Judge’s Order.

1. Discrepancies between the staff report provided to the Christian County Commission in the Creative Homes Matter and concerns expressed by members of the public at the public hearing

The staff report addresses the issues of Land Use and Compatibility as follows:

Land Use Plan:

Christian County’s future land use plan shows this tract appropriate for agriculture and dispersed residential uses.

Compatibility:

The subject parcel is located adjacent to other single family residential, and agricultural uses. Potential land uses allowed for in the A-R district do not appear to create any significant concerns with surrounding existing uses and zoning.

Concerns expressed by members of the public at the hearing offered a much different view. The comments made suggest that 3 – 5 acre residentially developed parcels would be incompatible and out of place with the existing pattern of development. Comments were also made regarding the impact the change in zoning would have on the availability of agricultural land in the county.

Staff offers the following information to support the statements made within the staff report:

Exhibit A is the Future Land Use Map taken from the 2022 Christian County Comprehensive Plan. This map, which is general in nature, represents the type and location of future development anticipated. The plan itself is an agreed expression of the desires of the community and was accepted and adopted by Order of the County Commission. The subject property in the Creative Homes, LLC case is clearly located in an area marked as future agriculture and dispersed residential.

Exhibits B and C provide information related to compatibility with surrounding properties as well as comparisons between the Creative Homes, LLC request and the Popesku request.

Exhibit B looks at a square mile surrounding the subject Creative homes property and gives an idea of the parcel makeup in the area along with the presence of multiple platted residential subdivisions nearby. A similar square mile surrounding the Popesku property is shown side by side. The various characteristics shown on these maps are very similar including access to a state highway for both properties.

Exhibit C shows a closer look at the area surrounding the Creative homes property. In this map, the various surrounding parcels are categorized by acreage and represented by various colors. The map also includes two radius circles of 1000 feet and ½ mile to give a distance perspective. A similar map of the area surrounding the Popesku property is also included for comparison. Both maps show a similar mix of parcel sizes. It could be argued, however, that the Popesku request was approved in an area where there seems to be a greater amount of large agriculture parcels nearby. This could be seen as a conflict, if the “loss of agriculture land” concern was a basis for the Creative Homes denial.

Staff maintains that in both requests, the rezoning of property to A-R in these areas is compatible. The requested zoning change simply modifies the owners existing ability to lawfully subdivide their land to parcels as small as 3 acres. This change would not prohibit them from engaging in various agriculture activities if they choose to do so. This is not unlike the existing pattern of development or the rights enjoyed by neighboring property owners.

2a. Comparison of the staff reports for the Creative homes and Popesku cases

The staff analysis provided in both reports is very similar with identical summary statements regarding multiple topics. This reflects just how similar the two requests were viewed by the planning staff.

The details related to connectivity and access identifies some small differences between the two sites. Both reports do, however, identify access available to an adjoining state highway.

2b. Information provided within staff reports in the context of and in comparison, to the Comprehensive Plan

The following information is found on pages 98-99 of the 2022 Christian County Comprehensive Plan.

Future Land Use

Over the next 20 years, Christian County should plan for moderate growth toward municipalities. Future land use designations have been identified and mapped on a future land use map in this plan. These designations were determined based on the current land use, predicted growth patterns, and community input. The future land use designations are as follows:

Agricultural/Rural Residential

Agricultural/Rural Residential designation comprises low-density residential as well as large tracts of agricultural land. Most of these areas rely on septic systems for wastewater treatment and have a limited road network. Land parcels should be located in areas with adequate water and other services but don't require central water and sewer services.

Attached to this report is the Future Land Use Map found on page 100 of the Comprehensive Plan. The approximate location of the two cases are marked on this exhibit for comparative reference.

The areas where each of these properties are located both have a future land use designation of "Agriculture/Dispersed Residential". This matches the information provided within the staff report.

In using the term "dispersed residential" we are differentiating between residential development occurring on 5,000 – 10,000 square foot lots and development which takes place on 3 acre lots and larger. For comparison, the difference could be described as 1(one) house on a 3 acre lot versus 13 houses on that same 3 acre lot.

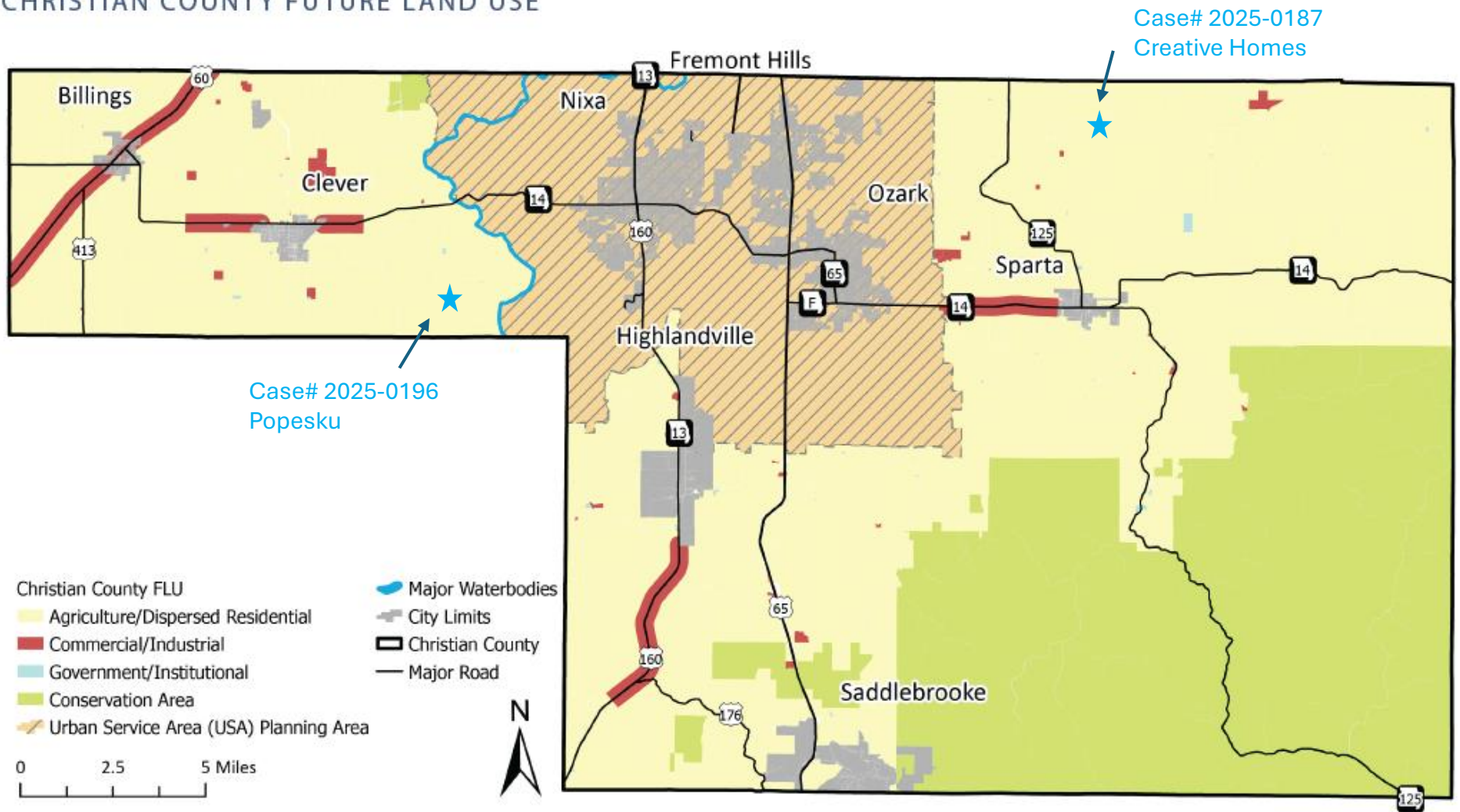
Exhibits Attached



Todd M. Wiesehan, Director
Resource Management Department

Exhibit "A"

CHRISTIAN COUNTY FUTURE LAND USE

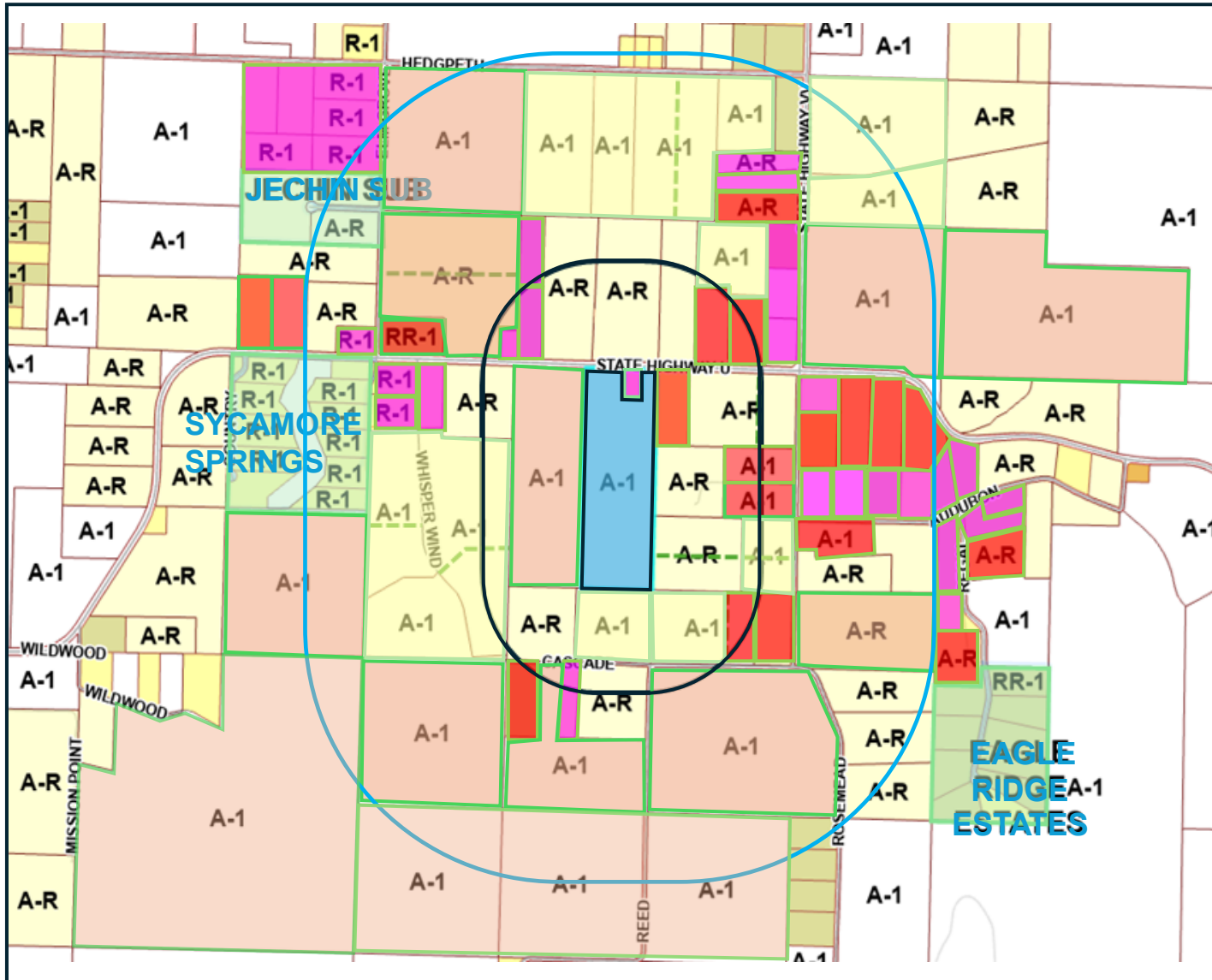


Prepared 9/6/2022 by



Exhibit "C" pg 1

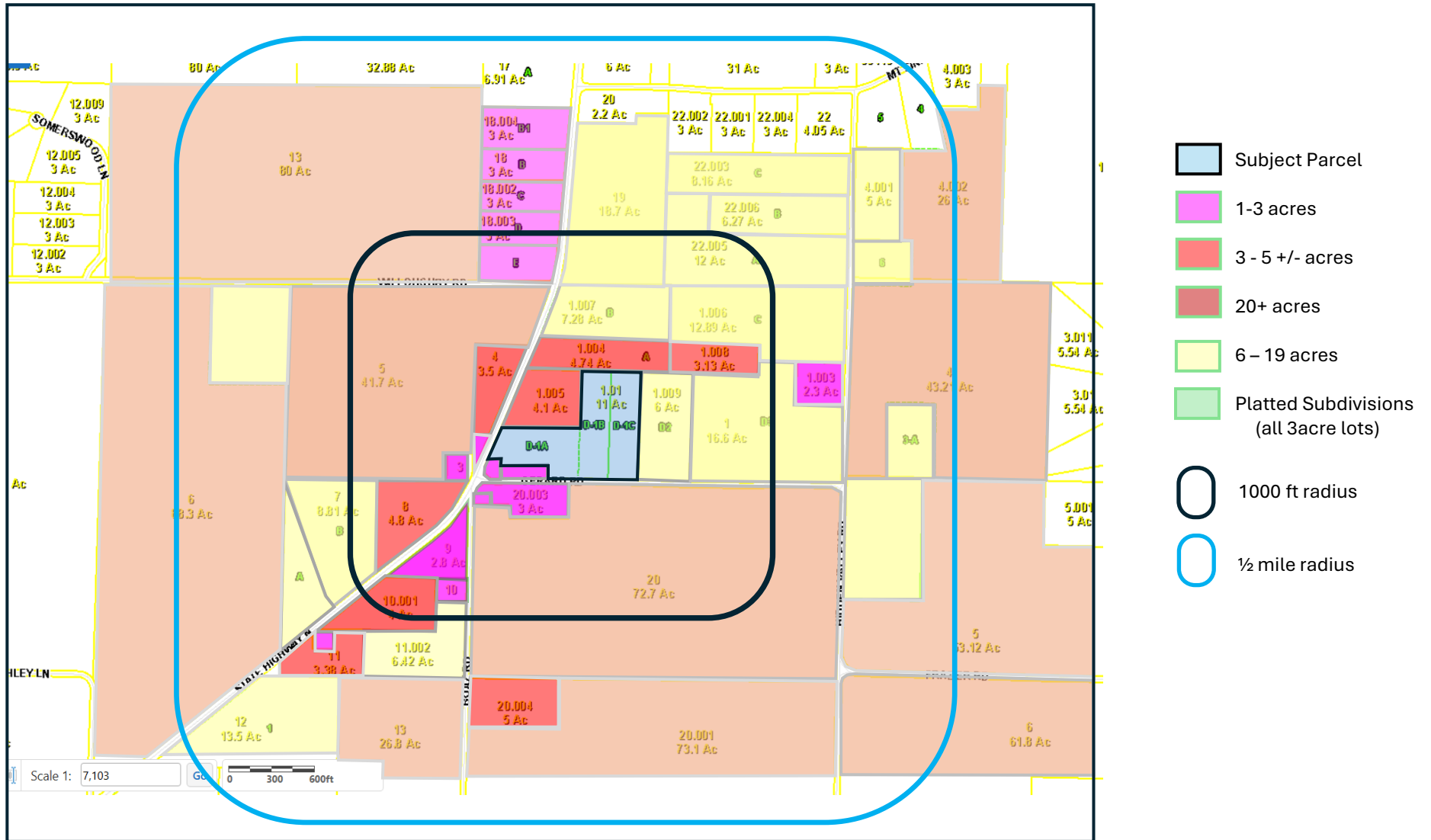
Parcel sizes surrounding subject property in Case# 2025-0187



- Subject Parcel
- 1-3 acres
- 3-5 +/- acres
- 20+ acres
- 6-19 acres
- Platted Subdivisions (all 3-acre lots)
- 1000 ft radius
- 1/2 mile radius

Exhibit "C" pg 2

Parcel sizes surrounding subject property in Case# 2025-0196



IN THE CIRCUIT COURT OF CHRISTIAN COUNTY, MISSOURI

STATE OF MISSOURI, ex. rel.,)
 CREATIVE HOMES BUILT WITH)
 EXCELLENCE, LLC,)
)
 Plaintiff/Relator,)
)
 v.)
)
 CHRISTIAN COUNTY COMMISSION,)
)
 Defendant/Respondent.)

Case No. 25CT-CC00288



ORDER

NOW ON THIS 29th day of May, 2026, the Court considers Plaintiff Creative Homes Built With Excellence, LLC’s (“Creative Homes”) and Defendant Christian County Commission’s Joint Motion to Remand Case Back to the County Commission for Reconsideration (the “Motion”). Plaintiff appears by and through its counsel, Kirk A. Kaczmarek, of the law firm of Evans & Dixon, LLC, and Defendant appears by and through its counsel Austin Fax, of the Office of the Christian County Counselor. The Court finds that Plaintiff and Defendant have stipulated to the Motion, including the following facts:

1. This Court has the authority to remand to the Christian County Commission the matter of whether to approve the application for rezoning submitted by Plaintiff in Case No. 2025-0187 (the “Creative Homes Matter”), as evidence concerning the Creative Homes Matter was improperly excluded from the record, or could not have been produced earlier;
2. The record for review by the Christian County Commission in considering Creative Homes Matter now properly includes the entire record reviewed by the Christian County Commission in considering the application for rezoning submitted by Petro Popesku in Case No. 2025-0196 (the “Popesku Matter”);

3. The record for review by the Christian County Commission in considering the Creative Homes Matter also now properly includes the evaluation, contextualization, and comparison of the evidence presented in the Creative Homes Matter and Popesku Matter (collectively, the “Additional Evidence”), including as follows: (i) any discrepancies between the staff report provided to the Christian County Commission in the Creative Homes Matter (the “Creative Homes Staff Report”) and concerns expressed by members of the public at the public hearing on the Creative Homes Matter; and (ii) comparison between the findings of the Christian County Commission in the Creative Homes Matter and Popesku Matter, including comparison of the Creative Homes Staff Report and the staff report provided to the Christian County Commission (the “Popesku Staff Report”), in the context of, and in comparison to, the Christian County Comprehensive Plan; and
4. The Christian County Commission did not consider the Popesku Matter and Additional Evidence as part of the record when considering the Creative Homes Matter, and agrees to consider such additional evidence and factors and reconsider Creative Homes’ application for rezoning in Case No. 2025-0187.

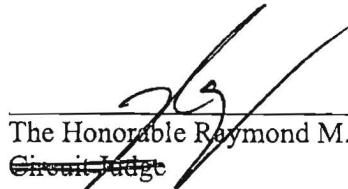
The Court, being duly advised of the premises, finds good cause to remand the Creative Homes Matter to the Christian County Commission for rehearing to rezone, requiring Defendant’s consideration of the Popesku Matter and Additional Evidence, and to stay proceedings in this litigation until such time as said rehearing occurs and the Christian County Commission issues its decision on the Creative Homes Matter rezoning request, which reconsidered rezoning decision may render this litigation moot.

NOW, THEREFORE, IT IS ORDERED, that:

1. The Creative Homes Matter is hereby remanded to the Christian County Commission for rehearing and determination of whether to grant Plaintiff's application for rezoning in Case No. 2025-0187 (the "Remand Hearing"), and Defendant's consideration of the Popesku Matter and Additional Evidence;
2. The Remand Hearing shall take place on the earliest date a public hearing of the Christian County Commission to consider such matters may be held, as set forth in the Christian County Planning and Zoning Regulations; and
3. All proceedings in Case No. 25CT-CC00288 are hereby stayed until the Christian County Commission conducts the Remand Hearing and issues its decision to approve or deny Plaintiff's application for rezoning in Case No. 2025-0187, subject to further order of this Court *sua sponte* or by motion of either party, or the agreement of the parties.

SO ORDERED:

Date: 29 May 26


The Honorable Raymond M. Gross
~~Circuit Judge~~