



Please send payment to:

Liberty
Attn: Finance Department
P.O. Box 127
Joplin, MO 64802

The Empire District Electric Company d/b/a Liberty
Miscellaneous Construction Customer Agreement

Quote Date:	06/06/2025
Customer Name:	CHRISTIAN COUNTY MISSOURI
Primary Customer Contact (if different from customer name):	TODD WIESEHAN
Premise Address:	467 N GOVERNMENT PLAZA DRIVE OZARK, MO 65721
Mailing Address (if different from premise address):	1106 W JACKSON ST OZARK, MO 65721
Liberty Representative:	Erik Ponder
Service Agreement ID:	1245

Enter description of work to be performed:

EXTENSION TO CHRISTIAN CONTY GOVERNMENT PLAZA (5 JOB SITES TOTAL)	
TOTAL CONSTRUCTION COST (TRENCH BY CUSTOMER)	\$250,425.61
PROJECTED REVENUE	\$187,000.00
DIFFERENCE	\$63,425.61

Cost: The cost of this service, as requested by the customer, is: \$63,425.61

This Agreement is subject to the following terms and conditions:

1. The cost stated above shall be paid in full prior to commencement of construction.
2. Liberty agrees to perform the work described above pursuant to this Agreement and the Company's tariff on file with the applicable state's Public Service Commission.
3. Customer may cancel this Agreement, without obligation, prior to the start of construction.
4. Customer hereby authorizes Liberty to perform the work described above and to apply funds represented on the attached check to pay the customer contribution.
5. The cost stated in this Agreement is time sensitive and based on the quote date first stated above and the execution date of this Agreement. If this Agreement is not executed within 60 days of the quote date and/or customer's construction has not commenced within 180 days of the execution date of this Agreement and/or a wire inspection has not been completed with



360 days of the execution date of this Agreement, Liberty reserves the right to adjust the cost and/or require a new agreement that reflects the policies and cost in effect at that time.

6. Customer is responsible for marking out any underground facilities on their property that are not marked out as a result of Liberty's notification of the Dig Safe system.

7. Liberty is not responsible for delays or damages associated with the installation of its electric distribution equipment due to weather or the issuance of permits, nor is it responsible for damages attributed to unforeseen conditions beyond its control or the actions or inactions of Customer.

8. Customer shall, to the fullest extent permitted by law, indemnify, defend, hold harmless and release Liberty, its parent company, affiliates and subsidiaries and their respective directors, officers, employees, agents, servants, representatives, successors and assigns from and against all claims, demands, liabilities or expenses related to environmental contamination at or in the vicinity of the Premises unless such environmental contamination was caused by Liberty. This indemnity and release provision survives the expiration or termination of this Agreement and extends to the respective successors and assigns of Liberty and Customer.

9. The parties are governmental and/or quasi governmental entities entitled to certain immunities under the doctrines of sovereign, official, and governmental immunity. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of the any rights or defenses regarding any applicable sovereign, governmental, or official immunities and protections provided by Federal and State Constitutional Law.

10. This Agreement may only be modified in writing, signed by Liberty and the Customer; any verbal representations or modifications by Liberty, its employees or contractors shall be null and void.

11. The laws of the state in which the construction is being performed shall govern this Agreement. If any terms of this Agreement or portions thereof are declared or become invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

I agree to the terms set forth in this Agreement:

Liberty	
Name:	Erik Ponder
Title:	Construction Planner III - Electric
Date:	06/06/2025

Customer	
Name:	CHRISTIAN COUNTY MISSOURI
Title:	
Date:	06/12/2025



Customer Signature:

Liberty Representative Signature:

Christian County

By: [Signature] 6-12-25
Lynn Morris, Presiding Commissioner Date

By: _____
Date

By: [Signature] 6-12-25
Bradley A. Jackson, Eastern Commissioner Date

By: [Signature] 6-12-25
Johnny Williams, Western Commissioner Date

Attest: [Signature] 6-12-25
Paula Brumfield, County Clerk Date
BY: EF

Auditor Certification:

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

[Signature] 6/12/2025
Amy Dent, Christian County Auditor Date

APPROVED AS TO FORM:

[Signature] 6/9/25
Date
N. Austin Fax, Attorney at Law
901 E. St. Louis Street, 20th Flr.
Springfield, MO 65806
Phone: 417.866.7777 Ext. 253
Fax: 417.866.1752