

Exhibit A

ORDER OF THE  
CHRISTIAN COUNTY COMMISSION  
OZARK, MISSOURI

DATE ISSUED: June 25, 2012

SUBJECT: Distribution of Sales Tax Revenue

WHEREAS, in November, 1996, the voters of Christian County approved a countywide general sales tax of one-half (1/2) of one percent (1%) pursuant to MO. REV. STAT. § 67.505 and said revenues are to be deposited into the County's general revenue fund; and

WHEREAS, on April 1, 1997, the voters of Christian County approved a countywide sales tax of one-half (1/2) of one percent (1%) for the purpose of funding road and bridge improvements, maintenance and operations; and

WHEREAS, the Missouri State Auditor's audits of Christian County criticized the County Commission's prior practice of making annual distributions of general sales tax revenues to the Cities and special road districts, as well as the disbursement of sales taxes earmarked for road and bridge purposes to said Cities in Christian County and special road districts without an intergovernmental agreement pursuant to MO. REV. STAT. § 70.220.1 which specified the use of the taxes was to be used for road and bridge purposes.

NOW, THEREFORE, BE IT ORDERED BY THE COUNTY COMMISSION OF CHRISTIAN COUNTY, MISSOURI AS FOLLOWS:

(A) The County Commission of Christian County, Missouri directs the County Treasurer to deposit into the County's General Revenue Fund all the sales tax revenue received from the Director of Revenue pursuant to the countywide general sales tax of one-half (1/2) of one percent (1%) adopted by the voters in 1996 and collected pursuant to section 67.505, RSMo.

(B) The County Commission further directs the County Treasurer, pursuant to section 54.140 RSMo., to establish a separate account denominated as the "Road and Bridge Sales Tax Fund", and deposit all sales tax revenue generated by the countywide one-half (1/2) cent sales tax earmarked for road and bridge improvements, maintenance and operations into said special account, said sales tax being adopted by the voters in 1997 and collected pursuant to section 67.547, RSMo.

---

(C) Effective upon entry of this Order, twenty percent (20%) of the one-half (1/2) cent general sales tax revenue and all the sales tax revenue generated by the county-wide one-half (1/2) cent sales tax earmarked for road and bridge improvements, maintenance and operations shall be distributed on a monthly basis to Common Road 1, Common Road 2, the special road districts and the cities in Christian County listed below in the percentages assigned to each entity:

ROAD DISTRICTS	
Common Road #1	30.98%
Common Road # 2	30.39%
Billings Special	10.77%
Garrison Special	2.22%
Ozark Special	8.70%
Selmore Special	3.44%
S. Sparta Special	1.05%
Stoneshire Special	.61%
CITIES	
Billings	1.19%
Clever	.71%
Fremont Hills	.36%
Nixa	4.40%
Ozark	4.65%
Sparta	.53%

The foregoing distribution formula for the one-half (1/2) cent general revenue sales taxes and the one-half (1/2) cent road and bridge sales tax revenues shall continue until the County Commission establishes its 2013 budget in January, 2013, or the County Commission votes to change the funding allocations, whichever come first, whereupon the allocation of sales tax funds to be used for road and bridge improvements or maintenance for Common Road 1, Common Road 2, the special road districts and cities in Christian County shall be determined by a majority vote of members of the Christian County Commission reflected in the minutes of the County Commission maintained by the County Clerk.

(D) Any distribution of sales tax revenues by the County Commission to a special road district or City in Christian County shall be accompanied by an intergovernmental agreement executed by the County Commission and each political subdivision that is a recipient of sales tax funds pursuant to Mo. REV. STAT. §§ 70.210 through 70.320 Said Agreement shall describe the specific road or bridge improvement, maintenance or operations the funds will be expended upon and require a quarterly accounting by the recipient to the County Auditor, supported by receipts, documentation and bank statements, sufficient to verify the tax proceeds were expended exclusively for such purpose(s).

THIS ORDER shall be in full force and effect beginning the date it is executed by the County Commission.

Done this 25th day of June, 2012.

**CHRISTIAN COUNTY COMMISSION**

\_\_\_\_\_  
Lou Lapaglia  
Presiding Commissioner

\_\_\_\_\_

\_\_\_\_\_  
Date

Bill Barnett  
Bill Barnett  
Commissioner, Western District

yes

6-25-12  
Date

Tom Huff  
Tom Huff  
Commissioner, Eastern District

yes

6-25-12  
Date

ATTEST:

Kay Brown  
Kay Brown  
County Clerk

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this 10 day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the CITY OF CLEVER, a municipal corporation of the State of Missouri (hereinafter referred to as "City"), for the purpose of promoting the improvement and maintenance of the County's network of roads.

### WITNESSETH:

WHEREAS, Article VI, Section 16 of the Missouri Constitution and Missouri Revised Statute 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 excellent opportunity for the County and the City 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, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

WHEREAS, the City has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the County and the City agree as follows:

1. The County agrees to distribute to the City, on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said City as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. Term. This Agreement shall commence on the date of execution by authorized officials for the County and the City and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The City agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the City's jurisdiction.

4. **Indemnification.** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the state and, as such, the County and the City 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 County or the City.

6. **Accounting and Access to Records.** The City shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by the City pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the City exclusively for road and bridge improvements, maintenance, or operations within the City's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The City shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to the City have been spent exclusively for road and bridge improvements or maintenance.

7. **Miscellaneous.**

a. The City agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

**City of Clever, Missouri**  
ATTENTION: Jared King, Mayor  
PO BOX 52  
Clever, MO 65631  
417-743-2544 Office  
417-743-0025 Fax  
mayor@clevermo.com

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Clever have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

CITY OF CLEVER, MISSOURI  
a Municipal Corporation of the State of  
Missouri

By: *Lou Lapaglia*  
Lou Lapaglia, Presiding Commissioner

By: *David King*  
David King, Mayor

By: *Vacant*  
Tom Huff, Eastern Commissioner

Address:  
PO Box 52  
Clever, MO 65721

By: *Bill Barnett*  
Bill Barnett, Western Commissioner

ATTEST:

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

*Heishy Stewart*  
Heishy Stewart, City Clerk

COUNTY CLERK:

By: *Kay Brown*  
Kay Brown

APPROVED AS TO FORM:

By: *John W. Housley* by 382  
John W. Housley, County Counselor

**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this 14<sup>th</sup> day of August, 2012, by and between CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission, (hereinafter referred to as "County") 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 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 excellent opportunity for the County 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, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

WHEREAS, Special Road District has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the County and Special Road District agree as follows:

1. The County agrees to distribute to the Special Road District on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said Special Road District as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. Term. This Agreement shall commence on the date of execution by authorized officials for the County and Special Road District and will



continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The Special Road District agrees to expend all sales tax revenues received from the County pursuant to this Agreement upon all lawful purposes of the Special Road District.
4. **Indemnification.** To the extent allowed or imposed by law, Special Road District shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on 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 conduct or negligent performance of its obligations under this Agreement.

To the extent allowed or imposed by law, County shall defend, indemnify and hold harmless the Special Road District, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to, real or personal property or to a person for any matter relating to or arising out of the County's wrongful conduct or negligent performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 constitutional law.

5. **General Independent Contractor Clause.** The County 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 County 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 County or the Special Road District.
6. **Accounting and Access to Records.** The Special Road District shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by Special Road District pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the Special Road District only for lawful purposes of the Special Road District. The road and/or bridge project descriptions and accounting records shall be supplied

to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The Special Road District shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to Special Road District have been spent only for lawful purposes of the Special Road District.

7. Miscellaneous.

- a. The Special Road District agrees to pass such ordinances 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 any original, but all of which together shall constitute one and the same document.

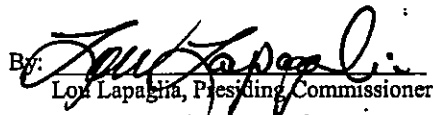
8. Notices. All notices, demands, and approvals required under this Agreement may be personally delivered or sent by certified mail, postage prepaid, return receipt requested, addressed to the individuals identified in the heading of this IGA, or to their successors, at the addresses listed below:

**Christian County Commission**  
ATTENTION: Lou Lapaglia, Presiding Commissioner Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: \_\_\_\_\_

**Billings Special Road District**  
Attention: DANNY GARBE  
P.O. Box 328  
Billings MO. 65610  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Billings Special Road District have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successor and assigns.

**CHRISTIAN COUNTY, MISSOURI  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION**

By:   
Lou Lapaglia, Presiding Commissioner

By:   
Tom Huff, Eastern Commissioner

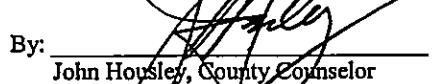
By:   
Bill Barnett, Western Commissioner

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

COUNTY CLERK:

By:   
Kay Brown

APPROVED AS TO FORM:

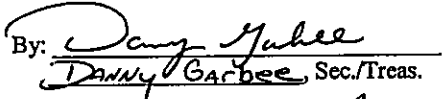
By:   
John Housley, County Counselor

**BILLINGS SPECIAL ROAD DISTRICT**

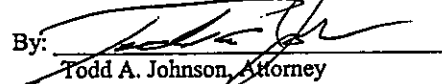
By:   
Harry Fabro, Chairman of the  
Board of Directors

Address:  
422 Griesemer  
B. Hwy 160 S67D

ATTEST:

By:   
Danny Garbee, Sec./Treas.

APPROVED AS TO FORM:

By:   
Todd A. Johnson, Attorney

**Billings Special Road District**

Special Meeting minutes August 14th, 2012

Meeting came to order at 7:00 p.m. with the following Members present , Larry Fabro , David Mooneyham, Todd Groves , and Danny Garbee.

Last meetings minutes were read and approved

Sec. presented the board the Intergovernmental Agreement between Billings Special Road District and Christain County Commission on the distribution of Sales tax monies. Sec. also presented the letter from the districts legal council who is Todd Johnson of Ellis, Ellis Hammon & Johnson. Mr. Johnson informed that this agreement is acceptable and recommends that the Board proceed with approval and execution of this agreement.

Director Groves made the motion to accept this agreement , Director Mooneyham second the motion. All three Board member voted in favor of motion then President Fabro signed agreement and informed Sec. to deliver agreement in person and get receipt from Commission office stating they recived this agreement and date it for our records.

Meeting adjourned at 7:20 p.m. with next regular monthly meeting set for September 13th at 8:00 p.m.

Minutes prepared and recorded by,

 8-14-12  
Danny Garbee , Sec. / Treas.

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this <sup>14<sup>th</sup></sup> day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the STONESHIRE 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 Missouri Revised Statute 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 excellent opportunity for the County 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, Special Road District has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and Special Road District agree as follows:

1. The County agrees to distribute to the Special Road District on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said Special Road District as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the Special Road District and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The Special Road District agrees to expend all sales tax revenues received from the County pursuant to this Agreement upon all lawful purposes of the Special Road District.

4. **Indemnification.** To the extent allowed or imposed by law, Special Road District shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on 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 conduct or negligence performance of its obligations under this Agreement.

To the extent allowed or imposed by law, County shall defend, indemnify and hold harmless the Special Road District, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to, real or personal property or to a person for any matter relating to or arising out of the County's wrongful conduct or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County 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 County 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 County or the Special Road District.

6. **Accounting and Access to Records.** The Special Road District shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by Special Road District pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the Special Road District only for lawful purposes of the Special Road District. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The Special Road District shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to Special Road District have been spent only for lawful purposes of the Special Road District.

7. **Miscellaneous.**

- a. The Special Road District agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

Stoneshire Special Road District

ATTENTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Stoneshire Special Road District have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

STONESHIRE SPECIAL ROAD DISTRICT BY

By:   
Lou Lapaglia, Presiding Commissioner

By:   
President of the Board of Commissioners

Address: 184 Barnridge RD  
Highlandville, MO 65669

By:   
Eastern Commissioner

By: 

Bill Barnett, Western Commissioner

ATTEST

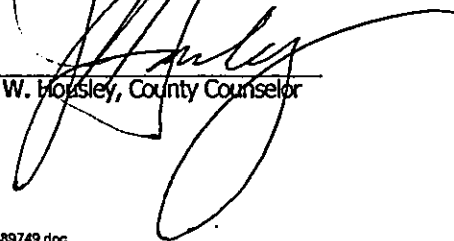
Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

\_\_\_\_\_  
City Clerk

COUNTY CLERK:

By:   
Kay Brown

APPROVED AS TO FORM:

By:   
John W. Holsley, County Counselor



## INTERGOVERNMENTAL AGREEMENT

20<sup>th</sup> THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the CITY OF NIXA, a municipal corporation of the State of Missouri (hereinafter referred to as "City"), for the purpose of promoting the improvement and maintenance of the County's network of roads.

### WITNESSETH:

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Missouri Revised Statute 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 excellent opportunity for the County and the City 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, the City has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and the City agree as follows:

1. The County agrees to distribute to the City, on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said City as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the City and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The City agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the City's jurisdiction.
4. **Indemnification.** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the state and, as such, the County and the City 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 County or the City.
6. **Accounting and Access to Records.** The City shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by the City pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the City exclusively for road and bridge improvements, maintenance, or operations within the City's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The City shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to the City have been spent exclusively for road and bridge improvements or maintenance.
7. **Miscellaneous.**
  - a. The City agrees to pass such ordinances 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



IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Nixa have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

By: *Lou Lapaglia*  
Lou Lapaglia, Presiding Commissioner

By: *Vacant Seat*  
Tom Huff, Eastern Commissioner

By: *Bill Barnett*  
Bill Barnett, Western Commissioner

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

COUNTY CLERK:

By: *Kay Brown*  
Kay Brown

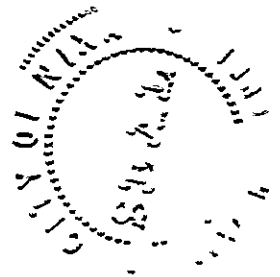
APPROVED AS TO FORM:

By: *[Signature]*  
John W. Housley, County Counselor

CITY OF NIXA, MISSOURI  
a Municipal Corporation of the State of  
Missouri

By: *[Signature]* 8-9-12  
Sam Clifton, Mayor

Address:  
P.O. Box 395  
Nixa, MO 65721



ATTEST:

*[Signature]*  
Judy Long, City Clerk

## INTERGOVERNMENTAL AGREEMENT

24 THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the CITY OF BILLINGS, a municipal corporation of the State of Missouri (hereinafter referred to as "City"), for the purpose of promoting the improvement and maintenance of the County's network of roads.

### WITNESSETH:

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Missouri Revised Statute 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 excellent opportunity for the County and the City 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, the City has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and the City agree as follows:

1. The County agrees to distribute to the City, on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said City as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the City and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The City agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the City's jurisdiction.
4. **Indemnification.** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the state and, as such, the County and the City 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 County or the City.
6. **Accounting and Access to Records.** The City shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by the City pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the City exclusively for road and bridge improvements, maintenance, or operations within the City's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The City shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to the City have been spent exclusively for road and bridge improvements or maintenance.
7. **Miscellaneous.**
  - a. The City agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

**City of Billings, Missouri**  
ATTENTION: Joe Walker  
P. O. Box 207  
Billings, MO 65610  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Billings have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

CITY OF BILLINGS, MISSOURI  
a Municipal Corporation of the State of  
Missouri

By: Lou Lapaglia  
Lou Lapaglia, Presiding Commissioner

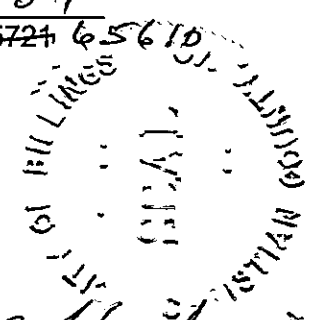
By: Donna Thomas  
Mayer  
President of the board

By: Absent  
Tom Huff, Eastern Commissioner

Address:  
P.O. Box 207  
Billings, MO 65724-65610

By: Bill Barnett  
Bill Barnett, Western Commissioner

ATTEST:



Ruth M. Haskins  
Ruth M. Haskins City Clerk

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

COUNTY CLERK:

By: Kay Brown  
Kay Brown

APPROVED AS TO FORM:

By: John W. Housley  
John W. Housley, County Counselor



## INTERGOVERNMENTAL AGREEMENT

13<sup>th</sup> THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of July, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the CITY OF OZARK, a municipal corporation of the State of Missouri (hereinafter referred to as "City"), for the purpose of promoting the improvement and maintenance of the County's network of roads.

### WITNESSETH:

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Missouri Revised Statute 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 excellent opportunity for the County and the City 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, the City has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and the City agree as follows:

1. The County agrees to distribute to the City, on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said City as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the City and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The City agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the City's jurisdiction.

4. **Indemnification.** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the state and, as such, the County and the City 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 County or the City.

6. **Accounting and Access to Records.** The City shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by the City pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the City exclusively for road and bridge improvements, maintenance, or operations within the City's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The City shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to the City have been spent exclusively for road and bridge improvements or maintenance.

7. **Miscellaneous.**

- a. The City agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

**City of Ozark, Missouri**  
ATTENTION: Shane Nelson  
P. O. Box 295  
Ozark, MO 65721

---

---

---

---

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Ozark have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

CITY OF OZARK, MISSOURI  
a Municipal Corporation of the State of  
Missouri

By: Lou Lapaglia  
Lou Lapaglia, Presiding Commissioner

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: ABSENT  
Tom Huff, Eastern Commissioner

Address:  
205 N. 1st Street  
Ozark, MO 65721

By: Bill Barnett  
Bill Barnett, Western Commissioner

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

ATTEST:

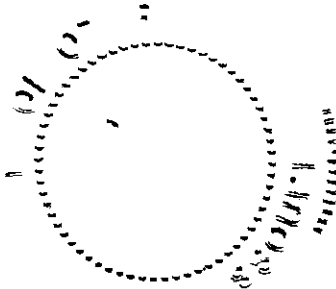
Sharon Dizon  
July 16, 2012, City Clerk

COUNTY CLERK:

By: Kay Brown  
Kay Brown

APPROVED AS TO FORM:

By: John W. Housley  
John W. Housley, County Counselor



## INTERGOVERNMENTAL AGREEMENT

*23rd*  
*July*  
*20* THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of July, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the CITY OF FREMONT HILLS, a municipal corporation of the State of Missouri (hereinafter referred to as "City"), for the purpose of promoting the improvement and maintenance of the County's network of roads.

### WITNESSETH:

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Missouri Revised Statute 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 excellent opportunity for the County and the City 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, the City has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and the City agree as follows:

1. The County agrees to distribute to the City, on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said City as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the City and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The City agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the City's jurisdiction.

4. **Indemnification.** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the state and, as such, the County and the City 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 County or the City.

6. **Accounting and Access to Records.** The City shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by the City pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the City exclusively for road and bridge improvements, maintenance, or operations within the City's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The City shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to the City have been spent exclusively for road and bridge improvements or maintenance.

7. **Miscellaneous.**

a. The City agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

**City of Fremont Hills, Missouri**  
ATTENTION: Ron Elkins  
8406 Interlochen Drive  
Nixa, MO 65714  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Fremont Hills have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

By: *Tom Lapaglia*  
Tom Lapaglia, Presiding Commissioner

By: ABSENT  
Tom Huff, Eastern Commissioner

By: *Bill Barnett*  
Bill Barnett, Western Commissioner

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

COUNTY CLERK:

By: *Kay Brown*  
Kay Brown

APPROVED AS TO FORM:

By: *John W. Housley*  
John W. Housley, County Counselor

CITY OF FREMONT HILLS, MISSOURI  
a Municipal Corporation of the State of  
Missouri

By: *Ronald F. Elkins*  
*Ronald F. Elkins, Jr.* Mayor

Address:  
*8406 Interlochen Dr.*  
*Nixa*, MO 65721  
*14*

ATTEST:

*Jeanette Curtis*  
*Jeanette Curtis* City Clerk  
Deputy



INTERGOVERNMENTAL AGREEMENT

3<sup>rd</sup> THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") 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 Missouri Revised Statute 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 excellent opportunity for the County 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, Special Road District has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and Special Road District agree as follows:

1. The County agrees to distribute to the Special Road District on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said Special Road District as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the Special Road District and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The Special Road District agrees to expend all sales tax revenues received from the County pursuant to this Agreement upon all lawful purposes of the Special Road District.
4. **Indemnification.** To the extent allowed or imposed by law, Special Road District shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on 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 conduct or negligence performance of its obligations under this Agreement.

To the extent allowed or imposed by law, County shall defend, indemnify and hold harmless the Special Road District, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to, real or personal property or to a person for any matter relating to or arising out of the County's wrongful conduct or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County 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 County 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 County or the Special Road District.
6. **Accounting and Access to Records.** The Special Road District shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by Special Road District pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the Special Road District only for lawful purposes of the Special Road District. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The Special Road District shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds

disbursed by the County to Special Road District have been spent only for lawful purposes of the Special Road District.

7. **Miscellaneous.**

- a. The Special Road District agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: countycommissionchristiancountymo.org

Ozark Special Road District

ATTENTION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Ozark Special Road District have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

OZARK SPECIAL ROAD DISTRICT

By: *Lou Lapaglia*  
Lou Lapaglia, Presiding Commissioner

By: *Bill Barnett*, Chairman of the  
Board of ~~Directors~~ Commissioners *8/3/12*

By: ABSENT  
Tom Huff, Eastern Commissioner

Address: PO Box 688  
OZARK, MO 65721

By: *Bill Barnett*  
Bill Barnett, Western Commissioner

ATTEST:

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

\_\_\_\_\_  
\_\_\_\_\_, City Clerk  
County  
*[Signature]*  
8/3/12

COUNTY CLERK:

By: *Kay Brown*  
Kay Brown

APPROVED AS TO FORM:

By: *John W. Housley*  
John W. Housley, County Counselor

APPROVED AS TO FORM:

By: 

Patrick J. Platter, Ozark Special Road District Counselor

## INTERGOVERNMENTAL AGREEMENT

23<sup>rd</sup> THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of July, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") 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 Missouri Revised Statute 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 excellent opportunity for the County 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, Special Road District has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and Special Road District agree as follows:

1. The County agrees to distribute to the Special Road District on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said Special Road District as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the Special Road District and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The Special Road District agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the Special Road District's jurisdiction.
4. **Indemnification.** To the extent allowed or imposed by law, Special Road District shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on 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 negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County 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 County 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 County or the Special Road District.
6. **Accounting and Access to Records.** The Special Road District shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by Special Road District pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the Special Road District exclusively for road and bridge improvements, maintenance, or operations within the Special Road District's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The Special Road District shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to Special Road District have been spent exclusively for road and bridge improvements or maintenance.

7. **Miscellaneous.**

- a. The Special Road District agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

South Sparta Special Road District

ATTENTION: Phil Short  
816 Stoneridge Road  
Sparta, MO 65753

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the South Sparta Special Road District have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

SOUTH SPARTA SPECIAL ROAD DISTRICT

By: Lou Lapaglia  
Lou Lapaglia, Presiding Commissioner

By: Earl M. Milenberg  
Board of Directors, Chairman of the  
President of Commission, 7-19-12

By: Absent  
Tom Huff, Eastern Commissioner

Address: 741 Peach Tree  
Sparta, MO ~~65721~~  
65753

By: Bill Barnett  
Bill Barnett, Western Commissioner

ATTEST:

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

Phil Short  
City Clerk  
South Sparta Special

COUNTY CLERK:

By: Kay Brown  
Kay Brown

APPROVED AS TO FORM:

By: John W. Housley  
John W. Housley, County Counselor

## INTERGOVERNMENTAL AGREEMENT

23<sup>rd</sup> THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of July, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the GARRISON 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 Missouri Revised Statute 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 excellent opportunity for the County 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, Special Road District has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and Special Road District agree as follows:

1. The County agrees to distribute to the Special Road District on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said Special Road District as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the Special Road District and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The Special Road District agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the Special Road District's jurisdiction.
4. **Indemnification.** To the extent allowed or imposed by law, Special Road District shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on 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 negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County 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 County 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 County or the Special Road District.
6. **Accounting and Access to Records.** The Special Road District shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by Special Road District pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the Special Road District exclusively for road and bridge improvements, maintenance, or operations within the Special Road District's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The Special Road District shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to Special Road District have been spent exclusively for road and bridge improvements or maintenance.

7. **Miscellaneous.**

- a. The Special Road District agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner

Christian County Commission

100 W. Church Street, Room 100

Ozark, MO 65721

Telephone: (417) 581-2112

Facsimile: (417) 581-8331

Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

Garrison Special Road District

ATTENTION: Mike Mitchell  
690 Mitchell Lane  
Chadwick, MO 65629

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Garrison Special Road District have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

GARRISON SPECIAL ROAD DISTRICT

By: Lou Lapaglia  
Lou Lapaglia, Presiding Commissioner

By: Mike Mitchell  
Chairman of the  
Board of Directors

By: ABSENT  
Tom Huff, Eastern Commissioner

Address: 690 Mitchell Lane  
Cladwick, MO 65721

By: Bill Barnett  
Bill Barnett, Western Commissioner

ATTEST:

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

Cheryl Mitchell  
Witness, City Clerk

COUNTY CLERK:

By: Kay Brown  
Kay Brown

APPROVED AS TO FORM:

By: [Signature]  
John W. Housley, County Counselor

## INTERGOVERNMENTAL AGREEMENT

26<sup>th</sup> THIS INTERGOVERNMENTAL AGREEMENT ("IGA"), made and entered into this day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the State of Missouri, acting by and through its County Commission (hereinafter referred to as "County") and the CITY OF SPARTA, a municipal corporation of the State of Missouri (hereinafter referred to as "City"), for the purpose of promoting the improvement and maintenance of the County's network of roads.

### WITNESSETH:

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Missouri Revised Statute 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 excellent opportunity for the County and the City 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, the City has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and the City agree as follows:

1. The County agrees to distribute to the City, on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said City as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as **Exhibit A** and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the City and will continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenue.** The City agrees to expend all sales tax revenues received from the County pursuant to this Agreement exclusively for the costs of labor and materials expended on the construction or maintenance of roads and/or bridges in the City's jurisdiction.

4. **Indemnification.** To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligence performance of its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the state and, as such, the County and the City 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 County or the City.

6. **Accounting and Access to Records.** The City shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by the City pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify the County sales tax proceeds were expended by the City exclusively for road and bridge improvements, maintenance, or operations within the City's jurisdiction. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The City shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to the City have been spent exclusively for road and bridge improvements or maintenance.

7. **Miscellaneous.**

- a. The City agrees to pass such ordinances 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: Lou Lapaglia, Presiding Commissioner  
Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417) 581-8331  
Email: [christiancountycommission@christiancountymo.org](mailto:christiancountycommission@christiancountymo.org)

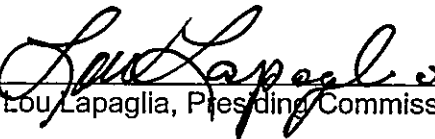
**City of Sparta, Missouri**

ATTENTION: Joya Cave  
P.O. Box 246  
Sparta, MO 65753  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the City of Sparta have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,  
BY AND THROUGH ITS  
CHRISTIAN COUNTY COMMISSION

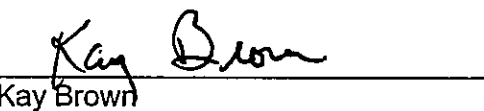
By:   
Lou Lapaglia, Presiding Commissioner

By:   
Tom Huff, Eastern Commissioner

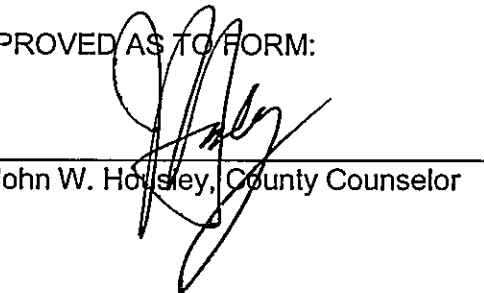
By:   
Bill Barnett, Western Commissioner

Address:  
100 W. Church Street, Room 100  
Ozark, MO 65721

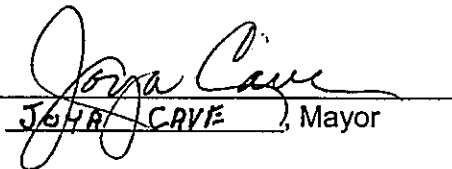
COUNTY CLERK:

By:   
Kay Brown

APPROVED AS TO FORM:

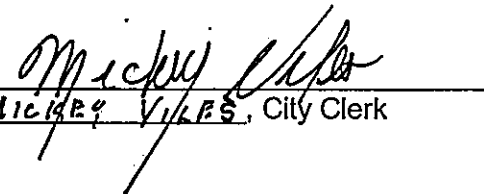
By:   
John W. Housley, County Counselor

CITY OF SPARTA, MISSOURI  
a Municipal Corporation of the State of  
Missouri

By:   
~~JOHN CAVE~~, Mayor

Address:  
PO BOX 246  
SPARTA, MO 65721

ATTEST:

  
MICKEY VILES, City Clerk

**INTERGOVERNMENTAL AGREEMENT**

**THIS INTERGOVERNMENTAL AGREEMENT ("IGA")**, made and entered into this 30<sup>th</sup> day of August, 2012, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county of the state of Missouri, acting by and through its County Commission (hereinafter referred to as "County") 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 Missouri Statute 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 excellent opportunity for the County 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**, it would be to the benefit of cities and special road districts in Christian County for the County to distribute a portion of the County's general revenue sales taxes and the countywide sales tax earmarked for road and bridge improvements and maintenance in accordance with the funding formula set forth in the County Commission's Order of June 25, 2012; and

**WHEREAS**, Special Road District has agreed that it will utilize the sales tax revenues distributed to it by the County for the exclusive purpose of constructing and maintaining those roads and bridges within its jurisdiction.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the County and Special Road District agree as follows:

1. The county agrees to distribute to the Special Road District on a monthly basis, a portion of the countywide general sales tax adopted in 1996 and the countywide sales tax earmarked for road and bridge improvements, maintenance, and operations adopted in 1997 that the County receives, in accordance with the percentage attributable to said Special Road District as described in the County Commission's Order dated June 25, 2012, a copy of which is attached hereto as Exhibit A and incorporated herein.
2. **Term.** This Agreement shall commence on the date of execution by authorized officials for the County and the Special Road District and will

continue in effect until the County Commission establishes its 2013 budget in January of 2013.

3. **Use of County Revenues.** The Special Road District agrees to expend all sales tax revenues received from the County pursuant to this Agreement upon all lawful purposes of the Special Road District.
4. **Indemnification.** To the extent allowed or imposed by law, Special road District shall defend, indemnify and hold harmless the County, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on 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 conduct or negligence performance or its obligations under this Agreement.

To the extent allowed or imposed by law, County shall defend, indemnify and hold harmless the Special Road District, including its elected officials and employees from and any claim, liabilities, damages, causes of action, judgments, costs and expenses, whether based on claim for damages to, real or personal property or to a person for any matter relating to or arising out of the County's wrongful conduct or negligence performance or its obligations under this Agreement.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of 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 states constitutional law.

5. **General Independent Contractor Clause.** The County 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 County and the Special Road District each retain their own identify and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the County and the Special Road District.
6. **Accounting and Access to Records.** The Special Road District shall provide written documentation to the County identifying the specific roads or bridges county sales taxes received pursuant to this Agreement were expended upon and shall maintain all records relating to the receipts and expenditures of County sales taxes by Special Road District pursuant to this Agreement, including, but not limited to, invoices, receipts, payrolls, bank statements, contract documentation and other records, sufficient to verify

the County sales tax proceeds were expended by the Special Road District only for lawful purposes of the Special Road District. The road and/or bridge project descriptions and accounting records shall be supplied to the County Auditor, at no charge, on a quarterly basis during the period of this Agreement. The first report shall be due October 1, 2012. The Special Road District shall also provide the County Auditor any other financial records or documentation as she deems necessary to verify that the funds disbursed by the County to Special Road District have been spent only for lawful purposes of the Special Road District.

7. Miscellaneous

- a. The Special Road District agrees to pass such ordinances 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 this 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: Lou Lapaglia, Presiding Commissioner Christian County Commission  
100 W. Church Street, Room 100  
Ozark, MO 65721  
Telephone: (417) 581-2112  
Facsimile: (417-581-8331  
Email: countycommissionchristiancountymo.org  
SELMORE SPECIAL ROAD DISTRICT

ATTENTION: ELZA CAMPBELL

26.5 PERSIMMON RD OZARK MO 65721

---

Client Authorized Signatures: \_\_\_\_\_

**CHRISTIAN COUNTY, MISSOURI**

DATED: 8-30-12

Lou Lapaglia  
Lou Lapaglia, Presiding Commissioner

DATED: 8-30-12

Bill Barnett  
Bill Barnett, Western Commissioner

DATED: 8/30/12

Ray Weter  
Ray Weter, Eastern Commissioner

COUNTY CLERK:

Kay Brown  
Kay Brown

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.

\_\_\_\_\_  
Susan G. "Sam" Yarnell  
Christian County Auditor

APPROVED AS TO FORM:

\_\_\_\_\_  
John W. Housley, Attorney at Law  
901 St. Louis Street 20<sup>th</sup> Floor  
Springfield, MO 65806  
Phone: 417-866-7777  
Fax: 417-866-1752

IN WITNESS WHEREOF, Christian County, Missouri, acting through its County Commission, and the Selmore Special Road District have caused this IGA 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 IGA shall be binding upon the parties hereto, their respective representatives, successors and assigns.

CHRISTIAN COUNTY, MISSOURI,

SELMORE SPECIAL ROAD DISTRICT

BY AND THROUGH ITS

BY AND THROUGH ITS

CHRISTIAN COUNTY COMMISSION

SPECIAL ROAD DISTRICT COMMISSION

By: *Lou Lapaglia*

By: *Edgar Campbell*

Lou Lapaglia, Presiding Commissioner

Commissioner

By: *Vacant Seat*

By: *Jack Byers*

~~Tom Huff, Eastern Commissioner~~

Commissioner

By: \_\_\_\_\_

Bill Barnett, Western Commissioner

By: *Jeff Lamb*

100 W. Church Street, Room 100

Commissioner

Ozark, MO 65721

ATTEST:

COUNTY CLERK:

COUNTY CLERK:

By: *Kay Brown*

By: \_\_\_\_\_

Kay Brown

Kay Brown

APPROVED AS TO FORM

*John Housley*  
BY: John Housley - County Counselor