

CHRISTIAN COUNTY BOARD
FOR
DEVELOPMENTALLY DISABLED
207 PARK, NIXA; MO 65714

CONTRACTUAL AGREEMENT BETWEEN THE CHRISTIAN COUNTY SENATE
BILL 40 BOARD AND CHRISTIAN COUNTY ENTERPRISES, INC. FOR AN
ADDITIONAL PAYMENT ON THE BUILDING MORTGAGE FOR THE 1993
CALENDAR YEAR.

IN ACCORDANCE WITH A SENATE BILL 40 RESOLUTION PASSED AT THE
MARCH 16, 1993 BOARD MEETING. THE SENATE BILL 40 BOARD DOES
HEREBY CONTRACT TO FUNDING FOR THE REGULAR PAYMENT PLUS AND
ADDITIONAL PAYMENT ON THE BUILDING MORTGAGE OF CHRISTIAN
COUNTY ENTERPRISES, INC. THE COMBINED TOTAL OF THESE
PAYMENTS IS NOT TO EXCEED THE SUM OF SEVENTY-FIVE THOUSAND
DOLLARS (\$75,000.00) FOR THE 1993 YEAR.

THE TERMS OF THIS CONTRACT ARE THAT THESE FUNDS MUST BE USED
ONLY FOR PAYMENT ON THE BUILDING MORTGAGE OF CHRISTIAN COUNTY
ENTERPRISES, INC. THE SEVENTY-FIVE THOUSAND DOLLARS WILL BE
USED FOR THE REGULAR ANNUAL PAYMENT PLUS ALL EXCESS MONIES TO
BE APPLIED TO THE PRINCIPAL ON THE SAID BUILDING MORTGAGE FOR
CHRISTIAN COUNTY ENTERPRISES, INC. PROOF OF PAYMENT WILL BE
THE CANCELLED CHECK TO THE MORTGAGE COMPANY

SENATE BILL 40 BOARD:

PRESIDENT: Charles Waterworth SECRETARY: Shirley McCadden
DATE: 3-25-93 DATE: 3-25-93

CHRISTIAN COUNTY ENTERPRISES, INC.:

PRESIDENT: Gerald Queen SECRETARY: Linn Waterworth (acting)
DATE: 3-26-93 DATE: 3-26-93

CONTRACT

THIS AGREEMENT, made and entered into this 1st day of January, 1993, by and between the Senate Bill 40 Board of Directors, as duly appointed by the Webster County Court, pursuant to Section 205.970 R.S. Mo. 1979, hereinafter referred to as "S.B. 40 Board" and Web-Co Custom Industries, Inc., a not for profit corporation organized and incorporated under the Missouri not for profit corporation law, with specific certification and supervision by the Missouri State Department of Elementary and Secondary Education for the operation of a Sheltered Workshop in Webster County, Missouri, pursuant to Section 178.920 R.S. Mo. 1979, hereinafter referred to as "Sheltered Workshop";

WITNESSETH AS FOLLOWS;

That the S.B. 40 Board has this day agreed to contract with the Sheltered Workshop to furnish services to the handicapped persons of Webster County, Missouri, as a sheltered workshop as specifically authorized under Section 205.970 (3) and (6), and the Sheltered Workshop has agreed to perform such services under a certificate of authority and under the rules and regulations of the Missouri Department of Elementary and Secondary Education.

In consideration of this agreement and the mutual covenants herein contained, S.B. 40 Board agrees to pay unto the Sheltered Workshop the tax funds levied in Webster County, Missouri, for the year ~~1990~~¹⁹⁹³, under the voter approved levy passed under Sections 205.971 and 205.972 R.S. Mo. 1979, at such time as those funds are available. The S.B. 40 Board authorizes the Treasurer of Webster County, Missouri, to pay unto the Sheltered Workshop the special tax levy funds at such time or times as those funds become available.

The Sheltered Workshop agrees to expend the tax levy funds according to the terms of the written proposal which is attached hereto, labeled 1993 Proposal for the Use of Senate Bill 40 Funds, and incorporated herein by reference. The Sheltered Workshop further agrees to strictly obey and adhere to the statutes for the operation of a Sheltered Workshop as well as the rules and regulations of the Department of Elementary and Secondary Education. Further, the Sheltered Workshop agrees to submit to inspection by those federal, state, and local authorities as required by law.

The Sheltered Workshop shall account to the S.B. 40 Board upon the expenditure of the S.B. 40 Funds annually, or as more often requested by the S.B. 40 Board. The Sheltered Workshop agrees that none of the tax levy funds herein described shall be expended for any purpose other than those set forth in this contract and proposal attached.

The Sheltered Workshop agrees that should the Sheltered Workshop cease to function as a sheltered workshop, or should its authority to function as a sheltered workshop be revoked by the State of Missouri, then its assets, after all of its lawful debts have been fully paid, including payroll, shall become the sole property of the S.B. 40 Board, to be used and disposed of according to law.

This contract shall remain in full force for a period of one year from the date of its execution, and during that executory period, its terms, conditions, and covenants shall be binding upon both parties, their successors and assigns. The term of this contract may be extended by the written consent of both parties only. The terms, conditions, and covenants of this contract may be modified only by a written addendum properly signed and executed by those parties. No term, covenant, or condition of this contract shall be extended beyond the term of the contract as herein stated, or as properly extended.

IN WITNESS WHEREOF, The S.B. 40 Board has caused these presents to be signed by its Chairman and attested by its Secretary, and the Sheltered Workshop has caused these presents to be signed by the President of its Board of Directors and attested by the Secretary of its Board of Directors.

WEB-CO CUSTOM INDUSTRIES, INC.

Raymond A. Thomas
CHAIRMAN OF THE SENATE BILL (40) BOARD

Bonnie Dellengioek

FILED

OCT 28 1994

ATTEST:

Charlene Allee

NOTARY PUBLIC

CHARLENE ALLEE
NOTARY PUBLIC STATE OF MISSOURI
DALLAS COUNTY
MY COMMISSION EXP SEPT 28, 1993

ATTEST:

Wanda Bryant
SECRETARY

JUNIOR C. COMBS,
COUNTY CLERK,
CHRISTIAN COUNTY, MO.

SENATE BILL 40 BOARD MEMBERS & CLIENTS

1986

NAME	ADDRESS	PHONE	TERM EXPIRES
1. Ancel Fry	P.O. Box D Marshfield, ⁶⁵⁷⁰⁶	468-2615- ⁸⁵⁹⁻⁶⁶⁹⁶	1995
2. Scott Mantooth	Rt. 5 Nixa, 65714	725-4438	1995
3. Paul Schildknecht	Box 92 Ozark 65721	1-485-3475	1995
4. Joe Rozell	Garrison, Mo. 65657	857-3265 3265	1994
5. Charles Waterworth	207 Park Nixa 65714	725-2088	1994
6. Curtis Wells	108 Estes Nixa 65714	725-3025	1994
7. Mary McConnell	Rt. 1 Box ¹⁷⁵ 206 65721	485-3571 ⁵⁸¹⁻⁷¹²⁴ 3571	1996
8. Shirley McCudden	Rt. 1 Box 305 65721	485-3571 ⁷²⁵⁻²⁷⁰⁰ 3571	1996
9. Charles Salveter	Rt. 2 Box 270 65721	895-6397- ⁵⁸¹⁻⁸⁸⁹⁴	1996

Aug

1. A SPORTING CHANCE 1515 E. Pythian Rd. 65801-5030 Dick Jones 895-7480
2. Attorney David Appleby 485-2411
3. Christian Co. Ent. Rt. 2 Box 160-2 Nixa, Mo. 65714 Elnora 725-5310
4. Concerned Citizens Christian Co. Rt. 2 Box 127-B Ozark, Mo. 65721
Ruth Spargo 485-6611
5. D.C.O. 1545 E. Pythian Rd. 65802 Allan McKelvy 831-1545
Nixa location 725-4721
6. Easter Seals Foundation 1550 E. Sunshine 65804 Lynn Stonesypher 882-6500
7. Findley House group home 508 S. 8th Ozark 65721 Dolly Holland ~~485-2286~~
8. Epilepsy Assn. of Ozarks 2516 S. Campbell 65807 Rosie Stegall 881-4664
9. Green Co. Assn. of Retarded Citizens 1501 E. Pythian Rd. 65802
Arthue Mallory ^{a division of Picket Parents - Great Christian}
10. Green Co. Respite Care Rt. 2 Box 112 Ozark 65721 ^{Michele Padron - 485-8125} ~~831-1545~~
11. Green Co. Senate Bill 40 Board Wes Buffington 864-4957
12. Nova Care Center Bob Cooper 864-5105
13. Special Olympics ~~1515 E. Pythian Rd. 65801-5030~~ ^{1601-2 W. Sunshine - 65807} Scott Biles
14. Springfield Regional Center 1515 E. Pythian Rd. 65802 Louise Stefan 895-7400
15. Region VI Council
16. Christian Co. Prosecutor - Tim McCormick 581-7915
17. Christian Co. Clerk - Junior Combs
18. Parents Reaching Out (PROSM) Georgian Howerton

Area VI

Christian Co Enterprise
sheltered work shop
Gerald Downum pres.
Fought.

LEASE AGREEMENT

THIS LEASE is made between CHRISTIAN COUNTY BOARD FOR DEVELOPMENTALLY DISABLED, herein called Lessor, and CHRISTIAN COUNTY ENTERPRISES, INC., of Christian County, Missouri, herein called Lessee.

Lessor hereby offers to lease to Lessee the premises situated in the County of Christian, State of Missouri, described as Building at 3 Enterprise Lane, Nixa, all of Lot 2 in Meadow View Second Addition, a subdivision in Christian County, Missouri, according to plat filed in Plat Book G on Page 22, Recorder's Office in Christian County, Missouri, upon the following TERMS and CONDITIONS:

1. **Term and Rent.** Lessor demises the above premises for a term of ninety-nine (99) years so long as the facilities are used for a Sheltered Workshop as determined by Missouri Department of Education at the annual rental of One Dollar (\$1.00).

2. **Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at its own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, including the roof, exterior walls and structural foundations. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery.

3. **Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

4. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

5. **Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

6. **Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for

utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

7. **Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

8. **Insurance.** Lessee, at its expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows:

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist. Lessor, at its own expense, shall maintain fire and extended coverage insurance. The requirements for public liability insurance set forth herein shall be reviewed every five (5) years by Lessor and Lessor may, at its option require Lessee to increase or decrease the limits and coverage for said insurance.

9. **Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

10. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

11. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

12. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof.