

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

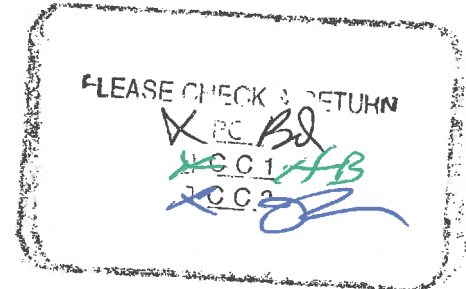
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

COUNTY COMMISSION
Greene County, Missouri
(417) 868-4112

**Greene County Commission
Commission Briefing Minutes**

Thursday, April 16, 2020
09:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor



THIS MEETING WILL BE LIMITED TO NO MORE THAN 10 PEOPLE (THIS DOES NOT INCLUDE TELECONFERENCE PARTICIPANTS.) THIS IS DUE TO A COMMISSION ORDER NO. POL-20.3.17.

The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone. <https://www.gotomeet.me/GCCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Melissa Denney, Kevin Barnes, Tim Davis, and Donna Barton.

Teleconference Attendees: Jeff Scott, Tina Phillips, Mike Cagle, Justin Hill, Cindy Stein, Mailyne Jeffries, Rick Artman, Rick Kessinger, Royce Denny and Jason Wert.

Informational Items

Resource Management-Kevin Barnes

- KY3 is doing a news story on the new jail project, will air today.
- Due to the COVID-19 restrictions at the current time inmates will be unable to mow the campus lawns. Barnes stated they will be looking to find a company to mow the campus until restrictions change.
- Tefft update: punch card walk-through will begin next week.
- OEM glass replacement to begin soon.
- Building ops demo update.

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymmo.gov

Items for Consideration and Action by the Commission

EX1) Business Associate Agreement with Abilities First, HR and Resource Management

Commissioner John Russell moved to approve the business associate agreement with Abilities First but changing section E number two to include "agency of business associate may terminate this agreement with 30 days' notice". Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Consent to Assign Lease Agreement between County and All Detainment Solutions LLC to Stockmens Bank, Resource Management

Commissioner Harold Russell moved to approve the assignment of the lease agreement between Greene County and All Detainment Solutions LLC to Stockmen's bank. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

GMP Amendment No. 3 from JE Dunn + DeWitt for New Jail & Sheriff's Office, Resource Management

Commissioner John Russell moved to approve the GMP amendment number three from JE Dunn and DeWitt for the new jail and sheriff's office. Commissioner Harold Bengsch seconded the motion passed unanimously. Yes: Dixon, Bengsch and Russell.

EX2) Stormwater Buyouts at 4775 E. FR 174, Rogersville and 2518 W. Vincent, Springfield, Resource Management

Commissioner Harold Bengsch moved to approve the stormwater buyout located at 4775 East Farm Rd. 174 in Rogersville Missouri. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Commissioner Harold Bengsch moved to approve the stormwater buyout located at 2518 W. Vincent in Springfield Missouri. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

EX3) MO Institute of Natural Science (MINS) Annual Funding Memorandum; and Addendum to MINS Sponsorship Agreement, Resource Management

Commissioner John Russell moved to approve the annual funding memorandum with the Missouri Institute of Natural Science. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Commissioner Harold Bengsch moved to approve the addendum to Missouri Institute of Natural Science sponsorship agreement. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

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COUNTY COMMISSION
Greene County, Missouri
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Greene County Commission
REVISED Commission Briefing Agenda

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09:30 AM
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Informational Items
Resource Management

Items for Consideration and Action by the Commission
Business Associate Agreement with Abilities First. HR and Resource Management

Consent to Assign Lease Agreement between County and All Detainment Solutions LLC to Stockmens Bank, Resource Management

GMP Amendment No. 3 from JE Dunn + DeWitt for New Jail & Sheriff's Office, Resource Management

Stormwater Buyouts at 4775 E. FR 174, Rogersville and 2518 W. Vincent, Springfield, Resource Management

MO Institute of Natural Science (MINS) Annual Funding Memorandum; and Addendum to MINS Sponsorship Agreement, Resource Management

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Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymo.gov

Other:

REVISED 04/13/2020 @ 2:15pm

ex1

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is entered into between ABILITIES FIRST, a Covered Entity as defined by HIPAA, hereinafter referred to as "Agency," and Greene County, hereinafter referred to as "Business Associate."

RECITALS.

Background and Purpose: The Agency and Business Associate are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as "HIPAA") and all regulations promulgated pursuant to authority granted therein. Contractor is a "Business Associate" of the Agency as defined in 45 CFR 160.103. This Agreement shall govern Business Associate's receipt, use, maintenance, transmittal and creation of Protected Health Information on behalf of Agency.

A. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant to authority granted therein.

1. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "protected health information", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
2. Breach means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Rules that compromises the security or privacy of such information, except as provided in 42 USC 17921. This definition shall not apply to the term breach of contract as used in this Agreement.
3. Business Associate is defined in 45 CFR 160.103 and for purposes of this agreement mean the contractor with whom Agency has an underlying contract for goods or services.
4. Covered Entity, as defined in 45 CFR 160.103, and/or Agency means Abilities First for purposes of this Agreement.
5. Electronic Protected Health Information or ePHI shall have the same meaning as the term "electronic protected health information" in 45 CFR 160.103 of the Security Rule to the extent such information is transmitted in Electronic Media or maintained in Electronic Media by Business Associate from or on behalf of Agency.
6. Enforcement Rule means the rules codified at 45 CFR Part 160, Subparts C, D, and E.
7. HIPAA Rules means the collective privacy, security, breach notification and enforcement rules and regulations found at 45 CFR Parts 160 and 164.
8. Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules and HITECH Standards.
9. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Subparts A and E of Part 164.
10. Protected Health Information (PHI) means certain individually identifiable health information as defined in 45 CFR § 160.103:
 - a. Except as provided in paragraph 2 of this definition that is transmitted by electronic media; or maintained in electronic media or transmitted or maintained in any other form or medium.

- b. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended; and employment records held by a covered entity in its role as employer.
11. Security Incident shall be defined as set forth in the "Obligations of the Business Associate" section of this Agreement.
12. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164 as amended from time to time.
13. Unsecured Protected Health Information or Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified in the Secretary of the Department of Health and Human Services' guidance.

B. Obligations of Business Associate

1. *Safeguards.* Business Associate shall appropriately safeguard PHI that it receives, creates, maintains, uses or transmits on behalf of the Agency. Business Associate shall comply with the terms of this Agreement as well as the requirements of HIPAA as amended and all regulations promulgated thereunder. Any ambiguities in this Agreement shall be interpreted to allow compliance with HIPAA.
2. *Limit Use and Disclosures.* Business Associate agrees not to use or disclose PHI except as permitted or required by this Agreement or as required by law. Business Associate may disclose PHI (a) for Business Associate's proper management and administration, and (b) to carry out the legal responsibilities of Business Associate under this Agreement, assuming either of the following are satisfied: (i) the disclosure is required by law or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate further discloses the PHI in accordance with the requirements of Paragraph 9 herein.
3. *Use Minimum Necessary.* Business Associate shall comply with the minimum necessary disclosure requirements set forth in 45 CFR 164.502(b).
4. *Use Safeguards.* Business Associate agrees to use reasonable safeguards to prevent use or disclosure of PHI and ePHI other than as allowed by this Agreement or as otherwise required or allowed by law. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Agency. Such safeguards shall include:
 - a. Workforce training on the appropriate and allowable uses and disclosures of PHI pursuant to the terms of this Agreement;
 - b. Policies and procedures implemented by the Business Associate to prevent inappropriate and unauthorized uses and disclosures of PHI by its workforce and subcontractors;
 - c. Encryption of any transmission of electronic communication containing PHI or any portable device used to access or maintain PHI, or an equivalent safeguard;
 - d. Compliance with the security standards set forth in Subpart C of 45 CFR Part 164; and
 - e. Any other safeguards necessary to prevent the inappropriate or unauthorized use or disclosure of PHI.
5. *Report Inappropriate Uses or Disclosures of PHI.* If Business Associate becomes aware of any use or disclosure of PHI not permitted by this Agreement or by law, Business Associate agrees to report such violation to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such and a proposed written plan of action for approval that describes plans for prevention of any such future incident.
6. *Report Security Incidents.* If Business Associate becomes aware of a Security Incident, Business Associate agrees to report such incident to Agency immediately upon becoming aware of such incident

and shall take immediate action to stop the continuation of any such incident. Security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with systems operations. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for prevention of any such future security incidents.

7. ***Report Breaches of Unsecured PHI.*** In the event that Business Associate discovers a Breach of Unsecured PHI, Business Associate agrees to immediately notify Agency upon becoming aware of such breach and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of the incident, Business Associate shall provide Agency with the following:
 - a. The name, address, and telephone number of each individual whose information was involved;
 - b. The electronic address of any individual whose information was involved if the individual has specified a preference of contact by electronic mail;
 - c. A brief description of what happened; the date of the Breach and the date of the discovery of the Breach;
 - d. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, Medicaid number, diagnosis, or types of information that were involved);
 - e. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - f. Any remedial action being taken to mitigate any harmful effect; and
 - g. A proposed plan for approval for prevention of any such future incidents.
8. ***Make Information Available for Accounting of Disclosures.*** Business Associate agrees to maintain records of each disclosure containing at a minimum, the date of the disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure. Upon request and as directed by Agency, Business Associate shall provide to Agency or to the individual to whom the PHI relates an accounting of all such disclosures in accordance with 45 CFR 164.528. Such information shall be provided in the time and manner designated by the Agency. To the extent required by Business Associate under Section 13405(c) of the HITECH Act, if Agency uses or maintains Electronic Health Records (EHR), Business Associate will include in the accounting disclosures made for treatment, payment, or health care operations purposes through the EHR. Business Associate agrees to make available to the Individual the information described above if properly requested by the Individual.
9. ***Require Compliance of Subcontractors and Agents.*** In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any agents, including any subcontractor, of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Agency agree to the same restrictions, requirements and conditions that apply to the Business Associate with respect to such information.
10. ***Incorporate Amendments.*** Business Associate agrees to make any amendments to PHI in a designated record set that Agency directs or agrees to pursuant to 45 CFR 164.526 at the request of Agency or an Individual, and in the time and manner designated by Agency.
11. ***Provide Access.*** Business Associate agrees to provide access, at the request of Agency, and in the manner and time designated by Agency, to PHI in a designated record set, to Agency or as directed by Agency, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an EHR, Business Associate shall provide such information in electronic format to enable Agency to fulfill its obligations under Section 13405(e) of the HITECH Act.
12. ***Restrict Disclosure of PHI.*** Upon written request by Agency on behalf of an Individual, Business Associate agrees to consider restrictions on the use or disclosure of PHI agreed to by Agency. Business Associate will grant requests to limit disclosures to health plans for payment or health care operations

purposes when the provider has been paid out of pocket in full for services or products as provided in Section 13405(a) of the HITECH Act.

13. *Notification of Material Breach of Contract.* If Business Associate becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency's obligations under this Agreement, Business Associate shall notify Agency of the activity or practice that constitutes a material breach or violation of HIPAA.
14. *Record Retention.* To meet the requirements of HIPAA and the regulations promulgated thereunder, Business Associate shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six years as specified in 45 CFR Part 164.
15. *Audit and Inspections.* Unless otherwise protected or prohibited from disclosure by law, Business Associate shall make the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Agency available to the Agency and/or to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the Agency's and/or Business Associate's compliance with its legal obligations with the HIPAA Rules and the Agreement.
16. *Remuneration in Exchange for PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid Authorization.
17. *Indemnification.* Business Associate shall indemnify the Agency, and the Agency shall indemnify the Business Associate reciprocally from any liability resulting from any violation of the Privacy Rule, Security Rule, or Breach, arising from the conduct or omission of the Business Associate, the Agency or their workforce members, agents, or subcontractors. The Business Associate shall reimburse the Agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the HITECH Act, and including any reasonable attorney's fees, which may be imposed upon the Agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the Business Associate's negligent or wrongful actions or inactions or violations of this Agreement, or those of its workforce members, agents and/or subcontractors. Reciprocally, the Agency shall reimburse the Business Associate for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the HITECH Act, and including any reasonable attorney fees, which may be imposed upon the Business Associate under legal requirements, including but not limited to: HIPAA's Administrative Simplification Rules, among from or in connection with the Agency's negligent or wrongful actions or inactions or violations of this Agreement. or those of its workforce members, agents and/or subcontractors.
18. Notwithstanding the language set forth in this paragraph, the parties recognize that certain Business Associates and/or contractors may be entities that are sovereign political subdivisions of the State of Missouri – including but not limited to a department, board or other governmental unit of a city, county, township, etc. In that instance, the Business Associate or contractor, by entering into this agreement, is not thereby waiving or limiting the rights or defenses it may have with respect to sovereign or governmental immunity, official immunity or any other legal protections applicable under federal or state law, which are afforded to that Business Associate or contractor and its employees by virtue of the entity's status as a political subdivision of the State of Missouri

C. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

1. *Purpose.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information received by it in its capacity as a Business Associate to perform functions, activities or services for or on behalf of Agency to perform its obligations under this Agreement and the Underlying Contract provided that such use of disclosure would not violate HIPAA and the regulations promulgated thereunder. Business Associate may disclose PHI for the purposes authorized by this

Agreement to its employees, subcontractors, agent, and third parties in accordance with this Agreement. All other uses not authorized by this Agreement are prohibited.

2. *Use of PHI for Administration and Legal Responsibilities.* Subject to the terms of this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.
3. *Disclosure of PHI for Administration and Legal Responsibilities.* Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities.
4. *Data Aggregation Services.* Business Associate may use PHI to provide data aggregation services to Agency as permitted by 45 CFR 164.504(e)(2)(i)(B) upon written permission of Agency to do so.
5. *De-Identification.* Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR 164.514 upon written permission of Agency to do so.
6. *Sales or Marketing.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with proper authorization or as otherwise permitted by the HITECH Act Section 13405(d). However, this prohibition shall not affect payment by Agency to Business Associate for services provided pursuant to the Underlying Contract.
7. *Minimum Necessary.* Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Agency's minimum necessary policies and procedures.

D. OBLIGATIONS OF COVERED ENTITY

1. *Permissible Use or Disclosure.* Agency shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or HITECH Standards if done by Agency or that is not otherwise expressly permitted under this Agreement.
2. *Revocations.* Agency shall notify Business Associate of any changes in, or revocation of, authorization by an individual to use or disclose PHI.
3. *Restrictions.* Agency shall notify Business Associate of any restriction to the use or disclosure of PHI that the agency has agreed to in accordance with 45 CFR 164.522.

E. TERM AND TERMINATION

1. *Term.* The term of this Agreement is effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the termination provisions of the Agreement.
2. *Termination.* Agency or Business Associate may terminate this Agreement with a 30-day written notice. ~~if either determines that the other has violated a material term of this Agreement. Such a breach shall be reported to the Secretary of the U.S. Department of Health and Human Services.~~
3. *Effect of Termination.*
 - 1) Upon termination of this Agreement, for any reason, at the discretion of the Agency or the Business Associate, the Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - 2) Upon determination by the Agency that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify the Agency and obtain instructions for either the return or destruction of the PHI.

F. MISCELLANEOUS

1. *Applicable Law.* This Agreement shall be interpreted in accordance with laws of the State of Missouri.
2. *References.* A reference in this Agreement to a section in the HIPAA Rules or HITECH Standards means the section in effect or as amended, and for which compliance is required.
3. *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules and HITECH Standards.
4. *Amendment.* Agency and Business Associate agree to amend this Agreement from time to time in writing as may be necessary for Agency to comply with the requirements in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI that may be promulgated and affect the provisions of this Agreement.
5. *Survival.* The respective rights and obligations of Business Associate and the Agency under this Agreement shall survive the termination of this Agreement and the Underlying Contract.
6. *Third Party Beneficiary.* There are no intended third-party beneficiaries to this Agreement. It is the parties' intent that nothing contained herein shall give rise to any right or cause of action in or on behalf of the individuals whose PHI or ePHI is used or disclosed pursuant to this Agreement.

In Witness Whereof, the parties have executed this Agreement with an effective date of April 23, 2020.

Agency/Covered Entity:

Name: ABILITIES FIRST

By: Tracey Brink

Date: April 23, 2020

Print Name & Title: Tracey Brink, Office Manager

Business Associate: GREENE COUNTY

Bob Dixon
Bob Dixon, Presiding Commissioner

Date: April 23, 2020

John C. Russell
John C. Russell, Associate Commissioner

Harold Bengsch
Harold Bengsch, Associate Commissioner

Attest: Shane Schoeller
Shane Schoeller, County Clerk

ex2

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this 28 day of April, 2020, by and between **NATALIA GARCIA**, a single person, (hereinafter referred to as "Seller"), and **GREENE COUNTY, MISSOURI**, a county of the first class without a charter form of government (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Seller is the owner of property located at 2518 W. Vincent Street, Springfield, Missouri (Parcel Number 88-18-15-201-118); and legally described as:

ALL OF LOT TWENTY-SIX (26), IN THE FINAL PLAT OF FALON'S ADDITION, A REPLAT OF TRACTS TWENTY-TWO (22), TWENTY-THREE (23), AND TWENTY-FOUR (24) IN MICKEY OWEN SUBDIVISION, IN GREENE COUNTY, MISSOURI

Parcel ID: 88-18-15-201-118

WHEREAS, Buyer desires to acquire said real property together with all appurtenances thereon, and Seller desires to convey all of Seller's right, title and interest in the real estate, pursuant to this Agreement on the date and at the time provided for herein, hereinafter referred to as the "Closing Date"; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements relating to the sale.

NOW, THEREFORE, in consideration of promises and mutual representations, warranties, and covenants herein contained, the Seller and Buyer hereby agree as follows:

1. Transfer of Real Estate - For the promises herein provided, Seller shall transfer and convey by General Warranty Deed to Buyer, and Buyer shall acquire from Seller, subject to the terms and conditions herein set forth, all of the Seller's right, title and interest in and to a parcel of real property, including all improvements thereon, commonly known as 2518 West Vincent Street, which is legally described above, including all improvements thereon, free and clear of any and all liens and encumbrances.

2. Purchase Price and Payment. Subject to the contingencies set forth in Paragraph 3 of this Agreement, the Purchase Price to be paid for the aforementioned Premises shall be the sum of ONE HUNDRED AND TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$128,000.00) due at Closing.

3. Contingencies. In the event the following contingencies are not satisfied, Buyer may elect to terminate this agreement which shall become null and void and of no further force and effect. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Seller with written notice detailing the reason for the failure of the contingency within ten (10) days of the Closing Date, otherwise the performance is deemed waived. This Agreement and Buyer's performance are expressly contingent on the following:

- (a) Title Commitment – Seller, at Buyer's expense, shall furnish a title insurance commitment issued by a title insurance company reasonably acceptable to Buyer (the "Title Company") on the now current ALTA standard form "B" policy. The commitment shall certify Seller has good and merchantable fee simple title to the above-described Premises as of the date of Closing subject to the standard commitment exceptions. Said commitment shall be issued within thirty (30) days before the date of Closing along with copies of all documents referred to as Exceptions therein. Buyer shall have fifteen (15) days after the receipt of the commitment and documents to review and make objections to title. If Buyer fails to make written objections to the title in a timely manner, Buyer shall be deemed to have waived its objections. Should Buyer deliver to Seller its written objections to title, Seller shall have until Closing to remove all such defects or objections or to provide assurances acceptable to Buyer that the same will be removed at or before Closing. In the event Seller is unable to assure, or provide assurance with respect to any and all such defects or objections by Closing, Buyer may, at its option, extend the date for Closing an additional thirty (30) days, terminate this agreement, or waive its objections and proceed to Closing. Buyer shall have the right to obtain the commitment to insure title in the amount of the Purchase Price of the property from a title company and Buyer shall pay the premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer, at Buyer's expense, shall have the right to inspect, conduct soil tests, core samples, engineering, structural and mechanical studies and investigate the Premises and the structure thereon to determine any physical, structural, mechanical or topographic conditions which would impede the Buyer's intended use and development of the property, or the presence of hazardous substances on the Premises, all at Buyer's own expense. An environmental assessment company, on Buyer's behalf, will conduct a risk assessment concerning the property to determine the presence of any hazardous substances on or under the Premises, and supply Buyer with all environmental test results and risk assessment reports pertaining to all hazardous substances or any required remediation that may be necessary to the structure on the Premises or in the soil or ground water under the property. Seller shall give Buyer and its inspectors reasonable access to the Premises to complete the required inspections and investigations. Buyer will repair the Premises to a condition reasonably similar to its conditions prior to its investigation. All inspections and environmental assessments of the Premises shall be conducted within thirty (30) days of the date of the execution of this agreement.

4. Leases – Seller represents and warrants to Buyer that there is no lease in force and such representation and warranty shall survive the Closing date. Seller shall not execute any agreements relating to the premises after the parties' execution of this agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Seller shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

5. Environmental. Seller, to the best of its knowledge and belief, hereby states:

- (a) There are no abandoned wells, agricultural or drainage wells, disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Premises;
- (b) There is and has been no hazardous waste or hazardous materials, including but not limited to asbestos stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Premises;
- (c) At no time have any federal or state hazardous waste clean up funds been expended with respect to any of the Premises;
- (d) There has never been any release from any underground storage tank in real property contiguous to Premises which has resulted in any hazardous substance coming in contact with the Premises;
- (e) Seller has not received any directive, citation, notice, letter or any other communication whether written or oral from the Environmental Protection Agency, the Missouri Department of Natural Resources, or any other governmental agency with authority under any environmental laws, or any person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Premises, or any violation of any environmental laws; and
- (f) Neither the Premises nor any real property contiguous to the Premises nor any predecessors entitled to the Premises are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority to any removal or remediation obligations under any environmental laws.

6. Closing:

- (a) Closing shall occur ten (10) days after the Seller's receipt of the title report and environmental audit of the premises and provided the contingencies to closing delineated in Paragraph 3 of this Agreement have been satisfied or released by Buyer subject to the foregoing, Closing shall occur no later than July 17, 2020. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Meridian Title Company in Springfield, Missouri, which is the title company insuring the property. Buyer shall deliver its check sufficient to pay Buyer's payment obligation of the balance of the purchase price and closing costs, less the real estate taxes for any prior years which are unpaid, and all other documents necessary to complete Closing. If a closing fee is charged, the cost will be paid by the Buyer. The recording fee shall be paid by the Buyer.

- (b) Seller hereby waives any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Seller shall execute and deliver to Meridian Title Company, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Seller, conveying title to the Premises to Buyer, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description, except any easements, rights of way, or conditions of record accepted by Buyer. Said Warranty Deed shall be delivered by Escrow Agent to Buyer for recording upon notification from Seller that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Seller and Buyer agree to hold harmless Escrow Agent from any actions taken under this Agreement, and in the event Escrow Agent is brought into any litigation between Seller and Buyer, Seller and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Seller will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. Seller further agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring title company in order for the owner's title insurance policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records.
- (f) The parties agree the taxes shall be prorated as of the date of Closing and Seller shall be responsible for the payment of its pro rate share of all property taxes accrued as of the date of Closing which shall be deducted from the Purchase Price.

7. Remedies Upon Default - Seller or Buyer shall be in default under this Agreement if either fails to comply with any material provision within the time limits required by this Agreement. If either party defaults the party claiming a default shall notify the other party, in writing, of the nature of the default and terminate this Agreement, or extend the time for performance by written documents signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. In the event of such a default by either party hereto, the non-defaulting party shall have all rights granted under the laws of Missouri, in order to enforce non-defaulting party's rights, including specific performance, unless this Agreement is terminated, in which event neither party shall have any further obligations to the other. If legal action is brought arising out of such a default, the prevailing party shall be entitled to a reasonable attorney fee.

8. Following Closing: After Closing, Seller shall:

- (a) Be entitled to remain in possession of the premises until July 31, 2020, whereupon Seller shall turn over possession of the premises and the residence located thereon in as good a condition as it existed on the date of Closing, normal wear and tear excepted. Seller shall not be required to pay rent to Buyer until after the above date.
- (b) Cause the utilities to remain in the name of Seller until possession of the premises is delivered to Buyer. Seller agrees to be responsible for the payment of all utilities and shall hold Buyer harmless from the payment of all utilities at the Premises after Closing until possession of the premises is delivered by Buyer.
- (c) Hold Buyer harmless from any and all costs and expenses of maintenance, repair and improvement of said Premises incurred by Seller or at Seller's direction or request.
- (d) Maintain the current policy of insurance that is in force for fire and extended coverage on said Premises and shall name the Buyer as an additional insured on said policies. Seller shall maintain adequate liability insurance. Seller shall hold Buyer harmless up to the statutory liability damage cap set forth in Section 537.610, RSMo in the event of any injury sustained on the subject property. This language is not intended to act as a waiver or limitation of the County's rights or defenses with respect to sovereign immunity under Missouri law.
- (e) Seller shall be entitled to remove from the residence on the premises the following items of personal property:

Major Appliances, Cabinets, Light Fixtures, Interior Doors

9. Broker's Commission. The Buyer and Seller separately warrant that they did not receive the services of a real estate agent, and therefore, no real estate commission of any kind shall be due upon Closing of the property from Buyer or Seller.

10. Risk of Loss. The risk of loss or damage to the property prior to Closing by fire, other casualty, act of God, or any other event, shall be on Seller. If prior to Closing the property is damaged by such an occurrence, then Buyer, at its option, shall have the right to terminate this Agreement. If Buyer does not elect to terminate this Agreement, then Seller shall repair any such damage prior to Closing from any insurance proceeds received or Buyer shall be allowed to deduct from the Purchase Price an adequate amount to affect such repairs or elect to receive any insurance proceeds payable to Seller.

11. Execution - The execution and delivery of facsimile transmissions of this Agreement shall constitute legal and binding obligations of the parties. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Agreement.

12. Time is of the Essence - Time is of the Essence in the performance of each provision of this contract by the parties. All references to a specific time shall mean central time. All references to periods of days shall mean calendar days, unless otherwise provided.

13. Binding Effect - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Missouri.

14. Entire Agreement - This Agreement and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Agreement, which supersedes all prior Agreements, and this Agreement may not be changed, modified or amended, in whole or in part, except by written documents signed by all parties.

15. Survival of Provisions - To the extent necessary to carry out the intent of this Agreement, the provisions herein shall survive the closing/settlement of this transaction.

16. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Seller. Seller may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

17. Governing Law - This contract shall be governed by the laws of the State of Missouri. This contract is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 4/28/2020

"SELLER"


By: Natalia Garcia
Natalia Garcia

"BUYER"
GREENE COUNTY, MISSOURI

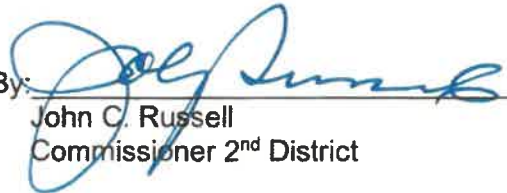
Dated: 04/16/2020

By: 
Bob Dixon
Presiding Commissioner


Dated: 4/16/2020

By: 
Harold Bengsch
Commissioner 1st District

Dated: 4/16/2020


By: 
John C. Russell
Commissioner 2nd District

COUNTY CLERK


By: 
Shane Schoeller
Greene County Clerk

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.

By:  4/18/2020
Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

By: 
Greene County Counselor

Natalia Garcia

ALL OF LOT TWENTY-SIX (26), IN THE FINAL PLAT OF FALCON'S ADDITION, A REPLAT OF TRACTS TWENTY-TWO (22), TWENTY-THREE (23), AND TWENTY-FOUR (24) IN MICKEY OWEN SUBDIVISION, IN GREENE COUNTY, MISSOURI

2518 W. Vincent St.
Springfield, MO 65810

ACCEPTED:



BOB DIXON
Presiding Commissioner



HAROLD BENGSCH
Commissioner 1st District



JOHN C. RUSSELL
Commissioner 2nd District

ex2

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this 1st day of May, 2020, by and between DANIYIL AND NATALIJA PETRESKU, husband and wife, (hereinafter referred to as "Seller"), and GREENE COUNTY, MISSOURI, a county of the first class without a charter form of government (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Seller is the owner of property located at 4775 East Farm Road 174, Rogersville, Missouri (Parcel ID: 88-19-14-100-011); and legally described as:

COMMENCING AT THE SOUTHEAST CORNER OF THE SW1/4 NE1/4, SEC. 14, T-28-N, R-21-W, GREENE COUNTY, MISSOURI; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SAID SW1/4 NE1/4 A DISTANCE OF 120.0 FT. FOR A POINT OF BEGINNING; THENCE NORTHERLY MAKING AN ANGLE OF 88°58' TO THE RIGHT WITH LAST DESCRIBED COURSE A DISTANCE OF 363.0 FT; THENCE WESTERLY MAKING AN ANGLE OF 88°58' TO THE LEFT WITH LAST DESCRIBED COURSE A DISTANCE OF 1220.5 FT. TO A POINT IN THE WEST LINE OF THE AFORESAID SW1/4 NE1/4; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 363.0 FT. TO THE SOUTHWEST CORNER OF THE SAID SW1/4 NE1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF AFORESAID SW1/4 NE1/4 A DISTANCE OF 1221.3 FT TO POINT OF BEGINNING.

EXCEPT BEGINNING AT THE CENTER OF SEC. 14, T-28, R-21; THENCE EAST ALONG THE SOUTH LINE OF THE NE1/4 OF SAID SECTION 208.7 FT; THENCE NORTH 208.7 FT; THENCE WEST 208.7 FT. TO THE WEST LINE OF SAID NE1/4; THENCE SOUTH 208.7 FT. TO THE POINT OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

WHEREAS, Buyer desires to acquire said real property together with all appurtenances thereon, and Seller desires to convey all of Seller's right, title and interest in the real estate, pursuant to this Agreement on the date and at the time provided for herein, hereinafter referred to as the "Closing Date"; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements relating to the sale.

NOW, THEREFORE, in consideration of promises and mutual representations, warranties, and covenants herein contained, the Seller and Buyer hereby agree as follows:

1. Transfer of Real Estate - For the promises herein provided, Seller shall transfer and convey by General Warranty Deed to Buyer, and Buyer shall acquire from Seller, subject to the terms and conditions herein set forth, all of the Seller's right, title and interest in and to a parcel of real property, including all improvements thereon, commonly known as 4775 East Farm Road 174, which is legally described above, including all improvements thereon, free and clear of any and all liens and encumbrances.

2. Purchase Price and Payment. Subject to the contingencies set forth in Paragraph 3 of this Agreement, the Purchase Price to be paid for the aforementioned Premises

shall be the sum of ONE HUNDRED SEVENTY-FOUR THOUSAND AND NO/100 DOLLARS (\$174,000.00) due at Closing.

3. Contingencies. In the event the following contingencies are not satisfied, Buyer may elect to terminate this agreement which shall become null and void and of no further force and effect. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Seller with written notice detailing the reason for the failure of the contingency within ten (10) days of the Closing Date, otherwise the performance is deemed waived. This Agreement and Buyer's performance are expressly contingent on the following:

- (a) Title Commitment – Seller, at Buyer's expense, shall furnish a title insurance commitment issued by a title insurance company reasonably acceptable to Buyer (the "Title Company") on the now current ALTA standard form "B" policy. The commitment shall certify Seller has good and merchantable fee simple title to the above-described Premises as of the date of Closing subject to the standard commitment exceptions. Said commitment shall be issued within thirty (30) days before the date of Closing along with copies of all documents referred to as Exceptions therein. Buyer shall have fifteen (15) days after the receipt of the commitment and documents to review and make objections to title. If Buyer fails to make written objections to the title in a timely manner, Buyer shall be deemed to have waived its objections. Should Buyer deliver to Seller its written objections to title, Seller shall have until Closing to remove all such defects or objections or to provide assurances acceptable to Buyer that the same will be removed at or before Closing. In the event Seller is unable to assure, or provide assurance with respect to any and all such defects or objections by Closing, Buyer may, at its option, extend the date for Closing an additional thirty (30) days, terminate this agreement, or waive its objections and proceed to Closing. Buyer shall have the right to obtain the commitment to insure title in the amount of the Purchase Price of the property from a title company and Buyer shall pay the premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer, at Buyer's expense, shall have the right to inspect, conduct soil tests, core samples, engineering, structural and mechanical studies and investigate the Premises and the structure thereon to determine any physical, structural, mechanical or topographic conditions which would impede the Buyer's intended use and development of the property, or the presence of hazardous substances on the Premises, all at Buyer's own expense. An environmental assessment company, on Buyer's behalf, will conduct a risk assessment concerning the property to determine the presence of any hazardous substances on or under the Premises, and supply Buyer with all environmental test results and risk assessment reports pertaining to all hazardous substances or any required remediation that may be necessary to the structure on the Premises or in the soil or ground water under the property. Seller shall give Buyer and its inspectors reasonable access to the Premises to complete the required inspections and investigations. Buyer will repair the Premises to a condition reasonably similar to its conditions prior to its investigation. All inspections and

environmental assessments of the Premises shall be conducted within thirty (30) days of the date of the execution of this agreement.

4. Leases – Seller represents and warrants to Buyer that there is no lease in force and such representation and warranty shall survive the Closing date. Seller shall not execute any agreements relating to the premises after the parties' execution of this agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Seller shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

5. Environmental. Seller, to the best of its knowledge and belief, hereby states:

- (a) There are no abandoned wells, agricultural or drainage wells, disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Premises;
- (b) There is and has been no hazardous waste or hazardous materials, including but not limited to asbestos stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Premises;
- (c) At no time have any federal or state hazardous waste clean up funds been expended with respect to any of the Premises;
- (d) There has never been any release from any underground storage tank in real property contiguous to Premises which has resulted in any hazardous substance coming in contact with the Premises;
- (e) Seller has not received any directive, citation, notice, letter or any other communication whether written or oral from the Environmental Protection Agency, the Missouri Department of Natural Resources, or any other governmental agency with authority under any environmental laws, or any person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Premises, or any violation of any environmental laws; and
- (f) Neither the Premises nor any real property contiguous to the Premises nor any predecessors entitled to the Premises are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority to any removal or remediation obligations under any environmental laws.

6. Closing:

- (a) Closing shall occur ten (10) days after the Seller's receipt of the title report and environmental audit of the premises and provided the contingencies to closing delineated in Paragraph 3 of this Agreement have been satisfied or released by Buyer subject to the foregoing, Closing

shall occur no later than July 17, 2020. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Meridian Title Company in Springfield, Missouri, which is the title company insuring the property. Buyer shall deliver its check sufficient to pay Buyer's payment obligation of the balance of the purchase price and closing costs, less the real estate taxes for any prior years which are unpaid, and all other documents necessary to complete Closing. If a closing fee is charged, the cost will be paid by the Buyer. The recording fee shall be paid by the Buyer.

- (b) Seller hereby waives any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Seller shall execute and deliver to Meridian Title Company, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Seller, conveying title to the Premises to Buyer, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description, except any easements, rights of way, or conditions of record accepted by Buyer. Said Warranty Deed shall be delivered by Escrow Agent to Buyer for recording upon notification from Seller that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Seller and Buyer agree to hold harmless Escrow Agent from any actions taken under this Agreement, and in the event Escrow Agent is brought into any litigation between Seller and Buyer, Seller and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Seller will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. Seller further agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring title company in order for the owner's title insurance policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records.
- (f) The parties agree the taxes shall be prorated as of the date of Closing and Seller shall be responsible for the payment of its pro rate share of all property taxes accrued as of the date of Closing which shall be deducted from the Purchase Price.

7. Remedies Upon Default - Seller or Buyer shall be in default under this Agreement if either fails to comply with any material provision within the time limits required by this Agreement. If either party defaults the party claiming a default shall notify the other party, in writing, of the nature of the default and terminate this Agreement, or extend the time for performance by written documents signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. In the event of such a default by either party hereto, the non-defaulting party shall have all rights granted under

the laws of Missouri, in order to enforce non-defaulting party's rights, including specific performance, unless this Agreement is terminated, in which event neither party shall have any further obligations to the other. If legal action is brought arising out of such a default, the prevailing party shall be entitled to a reasonable attorney fee.

8. Following Closing: After Closing, Seller shall:

- (a) Be entitled to remain in possession of the premises until July 31, 2020 whereupon Seller shall turn over possession of the premises and the residence located thereon in as good a condition as it existed on the date of Closing, normal wear and tear excepted. Seller shall not be required to pay rent to Buyer until after the above date.
- (b) Cause the utilities to remain in the name of Seller until possession of the premises is delivered to Buyer. Seller agrees to be responsible for the payment of all utilities and shall hold Buyer harmless from the payment of all utilities at the Premises after Closing until possession of the premises is delivered by Buyer.
- (c) Hold Buyer harmless from any and all costs and expenses of maintenance, repair and improvement of said Premises incurred by Seller or at Seller's direction or request.
- (d) Maintain the current policy of insurance that is in force for fire and extended coverage on said Premises and shall name the Buyer as an additional insured on said policies. Seller shall maintain adequate liability insurance. Seller shall hold Buyer harmless up to the statutory liability damage cap set forth in Section 537.610, RSMo in the event of any injury sustained on the subject property. This language is not intended to act as a waiver or limitation of the County's rights or defenses with respect to sovereign immunity under Missouri law.
- (e) Seller shall be entitled to remove from the residence on the premises the following items of personal property:

Major Appliances (including but not limited to: stove/oven,
refrigerator, dish washer, etc.)
Cabinets
HVAC equipment
Interior doors
Light and plumbing fixtures

9. Broker's Commission. The Buyer and Seller separately warrant that they did not receive the services of a real estate agent, and therefore, no real estate commission of any kind shall be due upon Closing of the property from Buyer or Seller.

10. Risk of Loss. The risk of loss or damage to the property prior to Closing by fire, other casualty, act of God, or any other event, shall be on Seller. If prior to Closing the property is damaged by such an occurrence, then Buyer, at its option, shall have the right to terminate this Agreement. If Buyer does not elect to terminate this Agreement, then Seller shall repair any

such damage prior to Closing from any insurance proceeds received or Buyer shall be allowed to deduct from the Purchase Price an adequate amount to affect such repairs or elect to receive any insurance proceeds payable to Seller.

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13. Binding Effect - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Missouri.

14. Entire Agreement - This Agreement and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Agreement, which supersedes all prior Agreements, and this Agreement may not be changed, modified or amended, in whole or in part, except by written documents signed by all parties.

15. Survival of Provisions - To the extent necessary to carry out the intent of this Agreement, the provisions herein shall survive the closing/settlement of this transaction.

16. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Seller. Seller may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

17. Governing Law - This contract shall be governed by the laws of the State of Missouri. This contract is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: May 1, 2020

Dated: May 1, 2020

"SELLER"

By: 
Daniyil Petresku

By: 
Nataliia Petresku

"BUYER"
GREENE COUNTY, MISSOURI


Dated: 04/16/2020

By: 
Bob Dixon
Presiding Commissioner


Dated: 4/16/2020

By: 
Harold Bengsch
Commissioner 1st District

Dated: 4/16/2020


By: 
John C. Russell
Commissioner 2nd District

COUNTY CLERK

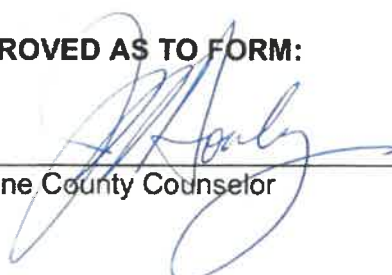
By: 
Shane Schoeller
Greene County Clerk

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.

By: 
Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

By: 
Greene County Counselor

Daniyil and Natalia Petresku

COMMENCING AT THE SOUTHEAST CORNER OF THE SW1/4 NE1/4, SEC. 14, T-28-N, R-21-W, GREENE COUNTY, MISSOURI; THENCE WESTERLY ALONG THE SOUTH LINE OF THE SAID SW1/4 NE1/4 A DISTANCE OF 120.0 FT. FOR A POINT OF BEGINNING; THENCE NORTHERLY MAKING AN ANGLE OF 88°58' TO THE RIGHT WITH LAST DESCRIBED COURSE A DISTANCE OF 363.0 FT; THENCE WESTERLY MAKING AN ANGLE OF 88°58' TO THE LEFT WITH LAST DESCRIBED COURSE A DISTANCE OF 1220.5 FT. TO A POINT IN THE WEST LINE OF THE AFORESAID SW1/4 NE1/4; THENCE SOUTHERLY ALONG SAID WEST LINE A DISTANCE OF 363.0 FT. TO THE SOUTHWEST CORNER OF THE SAID SW1/4 NE1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF AFORESAID SW1/4 NE1/4 A DISTANCE OF 1221.3 FT TO POINT OF BEGINNING.

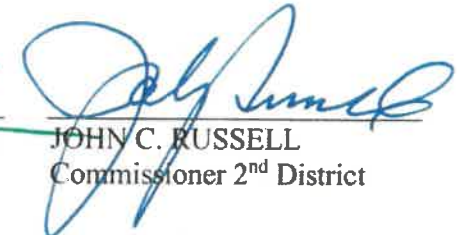
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4755 East Farm Road 174
Rogersville, MO 65742

ACCEPTED:


BOB DIXON
Presiding Commissioner


HAROLD BENGSCH
Commissioner 1st District


JOHN C. RUSSELL
Commissioner 2nd District

ex3

FUNDING MEMORANDUM AND
LEASE EXTENSION AND AMENDMENT FOR
THE MISSOURI INSTITUTE OF NATURAL SCIENCE
FOR CALENDAR YEAR 2020

This funding memorandum is made and agreed to this ~~14th~~ day of April, 2020
by and between Greene County, Missouri (hereinafter "County") and the Missouri Institute of
Natural Science, a Missouri not for profit corporation (hereinafter "MINS").

WHEREAS, a lease agreement was entered into on the 28th day of December 2010
between the County and MINS (hereinafter "Lease Agreement") for control of River Bluff
Cave and for buildings to be used for a natural science museum with the understanding Matt
Forir, Greene County Geologist, would direct and operate the museum, in addition to his other
duties, during its formation, and

WHEREAS, the terms of the Lease Agreement have been carried out to the satisfaction of
both parties for the educational betterment of the community since its inception, and

WHEREAS, the parties now agree that County shall make an annual sponsorship to
MINS as outlined in the Sponsorship Agreement, and

WHEREAS, the parties agree the term of the Lease Agreement referenced above should
restart as of this year, and

WHEREAS, the Board of Directors of MINS has approved a budget of \$98,000.00 for
the calendar year of 2020 and has requested funding from the County.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The County will provide funding to MINS in the amount of \$64,500.00
upon execution of this Funding Memorandum.
2. MINS will provide its own utilities service and maintenance and employ a
CEO to oversee its operations and fund raising.
3. MINS will provide all services as outlined in the Sponsorship Agreement.

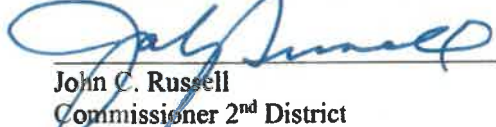
4. The term of the lease, as set out in paragraph 3 of the Lease Agreement, will restart as of the year of 2020 and run for the periods set out in the Lease Agreement.


IN WITNESS WHEREOF, the parties hereto have set their hands on the day first about written.


COUNTY


Bob Dixon
Presiding Commissioner


Harold Bengsch
Commissioner 1st District

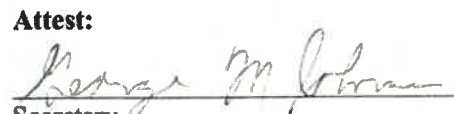

John C. Russell
Commissioner 2nd District

Attest:

Shane Schoeller
County Clerk


Approved As To Form
John W. Housley, Greene County Counselor

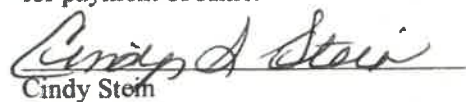
MINS


President

Attest:

Secretary

AUDITOR CERTIFICATION

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


Cindy Stern
Greene County Auditor


Date

Missouri Institute of Natural Science

Budget vs. Actuals: 2019 Budget

	Actual	Budget	Difference
Income			
Birthday Parties	2,040.00	4,000.00	-1,960.00
Contributions	1,854.76	500.00	1,354.76
Field Trips Income	4,975.00	6,500.00	-1,525.00
Gift Shop	10,694.00	3,000.00	7,694.00
Greene Co. Support	59,942.19	64,500.00	-4,557.81
Grants	0.00	6,000.00	-6,000.00
Raptor Run - Income	7,830.00	12,000.00	-4,170.00
Total Income	\$ 87,335.95	\$ 96,500.00	-\$ 9,164.05
Expenses			
Advertising & Marketing	1,319.00	500.00	819.00
Alarm Service	1,325.87	350.00	975.87
Credit card/bank charge	1,565.76	0.00	1,565.76
Dino Camp	121.02	250.00	-128.98
Dino Dig & Other Travel	1,840.73	0.00	1,840.73
Dino Project	1,717.54	2,000.00	-282.46
Dues & Subscriptions	280.00	0.00	280.00
Education & Research	59.98	0.00	59.98
Field Trips	37.53	250.00	-212.47
Fundraiser Expense - Raptor Run	2,853.48	0.00	2,853.48
Gift Shop Supplies	2,846.87	3,000.00	-153.13
Insurance	2,948.50	7,000.00	-4,051.50
Interest expense	531.42	500.00	31.42
Legal & Professional Services	0.00	2,400.00	-2,400.00
Office Supplies & Software	1,284.33	500.00	784.33
Other Fundraiser Expense	1,364.35	0.00	1,364.35
Payroll Taxes	2,920.43	3,500.00	-579.57
Repairs & Maintenance	4,053.67	5,000.00	-946.33
Supplies	1,428.39	2,500.00	-1,071.61
Telecommunications	2,294.54	1,000.00	1,294.54
Trash Service	276.10	400.00	-123.90
Utilities	2,908.65	9,000.00	-6,091.35
Wages	38,175.56	40,000.00	-1,824.44
Total Expenses	\$ 72,153.72	\$ 78,150.00	-\$ 5,996.28
Net Income	\$ 15,182.23	\$ 18,350.00	-\$ 3,167.77
Capital Projects			
Capital Projects	-	(14,000.00)	14,000.00
Debt Service	(3,117.00)	(3,350.00)	233.00
Change in cash	\$ 12,065.23	\$ 1,000.00	\$ 11,065.23

Missouri Institute of Natural Science

	2020 Proposed Budget
Income	
Birthday Parties	\$ 3,000.00
Contributions	1,000.00
Field Trips Income	5,500.00
Gift Shop	10,000.00
Greene Co. Support	64,500.00
Grants	5,000.00
Raptor Run - Income	9,000.00
Total Income	\$ 98,000.00
Expenses	
Advertising & Marketing	1,300.00
Alarm Service	1,100.00
Credit card/bank charge	1,600.00
Dino Camp	250.00
Dino Dig & Other Travel	1,500.00
Dino Project	2,500.00
Dues & Subscriptions	300.00
Education & Research	100.00
Field Trips	250.00
Fundraiser Expense - Raptor Run	3,000.00
Gift Shop Supplies	3,000.00
Insurance	3,000.00
Interest expense	450.00
Office Supplies & Software	800.00
Other Fundraiser Expense	1,500.00
Payroll Taxes	3,800.00
Repairs & Maintenance	5,000.00
Supplies	2,000.00
Telecommunications	1,500.00
Trash Service	300.00
Utilities	5,000.00
Wages	50,000.00
Total Expenses	\$ 88,250.00
Net Income	\$ 9,750.00
Capital Projects	(14,000.00)
Debt Service	(3,200.00)
Change in cash	\$ (7,450.00)

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**MISSOURI INSTITUTE OF NATURAL SCIENCE
SPONSORSHIP AGREEMENT
ADDENDUM**

Entered into this 16th day of April, 2020, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of the Sponsorship Agreement dated the 11th of April, 2019, executed by the parties identified as Greene County, Missouri, and the Missouri Institute of Natural Science (MINS). The parties agree:

1. That the term of this agreement is extended to April 30, 2021, and all prior references to a termination date are deleted and replaced with this new termination date.
2. That all other provisions of the aforementioned Agreement shall remain in full force and effect.
3. That this Addendum together with the agreement dated on the 11th of April, 2019, contains the entire agreement of the parties. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless in writing specifically referring hereto, and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

GREENE COUNTY, MISSOURI


Bob Dixon, Presiding Commissioner


Harold Bengsch, Commissioner

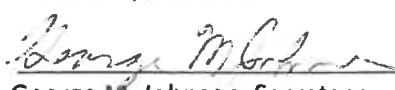

John C. Russell, Commissioner

ATTEST:


Shane Schoeller, County Clerk

MISSOURI INSTITUTE OF NATURAL SCIENCE


Matt Forir, President


George M. Johnson, Secretary

APPROVED AS TO FORM:


General Counsel

AUDITOR CERTIFICATION:

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


Cindy Stein, County Auditor

APPROVED AS TO FORM:


John Housley, County Counselor

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