Bob Dixon

Presiding Commissioner

Harold Bengsch

1st District Commissioner

John C. Russell 2<sup>nd</sup> District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP County Administrator

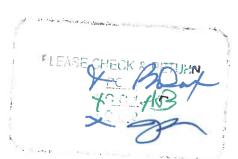
> Megan Applegate Executive Assistant

## **COUNTY COMMISSION**

Greene County, Missouri (417) 868-4112



Thursday, July 09, 2020 9:30 AM Commission Conference Room 1443 N. Robberson, 10<sup>th</sup> Floor



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.gothmeet.me/GCCommissionOffice. 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

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Rick Artman, Donna Barton, Lyle Foster, Katie Towns and Jon Mooney.

<u>Teleconference Attendees</u>: Kevin Barnes, Jeff Scott, Mike Cagle, Tina Phillips, Mailyn Jeffries, Cindy Stein, Jeff Bassham, Phil Corcoran, Rick Kessinger, Franz Williams, Bill Prince, Andrea Stewart, Tyler Goodwyn and Angie Crews.

#### Informational Items

### Health Department-Jon Mooney

- 426 Current COVID-19 cases.
- 94 people in quarantine.
- Increase in cases have caused investigation time to rise, which is concerning.

### Katie Towns

- Update on COVID-19 cases in the state of Missouri.
- Team of 40 are doing the contact tracing at the moment, with increased case numbers it is getting very difficult.
- June 29th 8 individuals were hospitalized. As of today 33 individuals are hospitalized.

## Resource Management-Kevin Barnes

Courtroom Project Update.

Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802 Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802 www.greenecountymo.gov

- Temporary Jail Update-City Utilities crews installing gas lines.
- Jail Project- Precast work is in progress.

#### GCSO-Royce Denny

- Business as usual.
- 828 current inmate population.
- 275 are federal inmates.
- 90 currently housed in other counties.

#### Juvenile-Bill Prince

- Business as usual.
- Staff is still staggering due to the pandemic.
- Court is on track with hybrid hearings.
- Abuse and Neglect Unit is very busy with over 18 kids in custody since July 1.
- Project in Detention so kids being housed may need to be transported.

## Items for Consideration and Action by the Commission

Surplus Property Request, Highway Dept.

Commissioner Harold Bengsch moved to approve the vehicle to first be offered to Christian County for \$2125 and if Christian County doesn't accept the offer to place on Gov Deals at which time if it doesn't sell to look into donating to the Christian County Sheriff's office. Commissioner John Russell second the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX1) Greene County/GCAMS (Fairgrounds) Grading Agreement, Highway Dept.

Commissioner John Russell moved to approve the agreement as presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Discussion and Possible Vote: Approval of July 2020 Step Increases, Human Resources/Budget.

Commissioner Harold Bengsch moved to approve the step increases for July 2020. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Discussion and Possible Vote: Appointment of Tyler Goodwyn as Greene County Sponsor

Representative to Water Shed Committee of the Ozarks, County Administrator

Commissioner John Russell moved to appoint Tyler Goodwyn as the Greene County sponsor rep. to the Water Shed Committee of the Ozarks. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

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
REVISED Commission Briefing Agenda

Thursday, July 09, 2020 9:30 AM Commission Conference Room 1443 N. Robberson, 10<sup>th</sup> Floor

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Informational Items
Resource Management
Health Department
GCSO
Juvenile
OEM

Items for Consideration and Action by the Commission

Surplus Property Request, Highway Dept.

Greene County/GCAMS (Fairgrounds) Grading Agreement, Highway Dept.

\*Board Appointments and Reappointments, Commission Office.

Discussion and Possible Vote: Approval of July 2020 Step Increases, Human Resources/Budget.

Discussion and Possible Vote: Appointment of Tyler Goodwyn as Greene County Sponsor

Representative to Water Shed Committee of the Ozarks, County Administrator

\*Discussion and Possible Appointment of an Emergency Review Group of CARES funding.

Other:

REVISED 07/08/2020 @ 1:32 PM \*action item removed

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## **AGREEMENT**

This agreement, entered into this \_\_\_\_\_\_ day of July, 2020, by and between GREENE COUNTY, MISSOURI, herein referenced to as the "County", and Greene County Agricultural and Mechanical Society of Springfield, Missouri, a non-for-profit benevolent association herein referenced to as the "GCAMS."

### WITNESSETH:

WHEREAS, Greene County is committed to preserving, promoting, and supporting local businesses in the County, including the agricultural community to instill a greater sense of identity and appreciation for Greene County Farmers; and

WHEREAS, the GCAMS is a not-for-profit benevolent association which sponsors the Ozark Empire Fair which is held on property located on Norton Road in Springfield, Greene County, Missouri, commonly known as the "Fairgrounds"; and

WHEREAS, the GCAMS in conducting the Ozark Empire Fair operates livestock pavilions, barns, and show arenas; and

WHEREAS, GCAMS activities in sponsoring the Ozark Empire Fair provides direct economic benefits to Greene County, encourages tourism, and promotes the prosperity, economic betterment, and wealth of Greene County; and

WHEREAS, it is in the best interest of the County and its citizens and businesses to utilize the services of GCAMS for the performance of said functions, for which reason the County, through its highway department, desires to engage GCAMS to provide educational services deemed necessary for the County for the benefit of the residents of Greene County, Missouri.

NOW, THEREFORE, in consideration and mutual promises contained herein and other good and valuable consideration, the County and GCAMS hereby agree as follows:

- 1. Services. GCAMS hereby agrees to perform the following services for the County in connection with its sponsorship of the Ozark Empire Fair:
  - a. GCAMS will continue to provide exhibition space and staff for livestock and other agricultural exhibits in various pavilions and exhibit halls located at the fairgrounds.
  - b. GCAMS will promote the benefits of Greene County, Missouri for the location for quality agri-businesses in the County.
  - c. GCAMS will provide to the county approximately 500 cubic yards of fill material to be stockpiled off-site by the county and used at a later date for road/bridge embankment material on county roadways.
- 2. Greene County agrees to perform the following services for GCAMS:

The County agrees to provide equipment and labor to spread, fine grade, and compact a driveway using GCAMS provided base rock materials beginning west of the Noel Boyd Youth Livestock Facility and then northerly along the east side of the new barn then turn west along the north side of the barn before ending approximately midway on the west side of the barn and connect to an existing driveway for a total length of approximately 790 feet as shown on Exhibit "A". The County at its sole cost and expense will load and haul away the aforementioned fill material (Item 1-c) to a stockpile off-site for use later by the County on county right-of-way bridge and roadway projects.

- 3. Term. The County and GCAMS propose that the term of this Agreement shall begin on July 1, 2020, and end on completion of the project, estimated to be on or before July 27, 2020, unless sooner terminated by either party.
- 4. The execution of this Agreement by the Greene County Commission is not intended to and does not in any manner make the GCAMS an agent, agency, or servant of Greene County, Missouri, it being expressly understood that the GCAMS is in all respects an independent contractor, and the only liability of County created by the terms of this Agreement is to perform the services for GCAMS as delineated in paragraph 2 above.
- 5. The GCAMS shall indemnify and hold harmless County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney fees, arising out of or resulting from the performance of the services rendered, caused by any negligent act or omission of the GCAMS, any subcontractor, and anyone for whose acts any of them may be liable. In no event shall the County be liable to GCAMS for special, indirect, or inconsequential damages, except those caused by the County's willful or wanton misconduct arising out of or in any way connected with the activities and officials and employees of the Greene County Highway Department. GCAMS shall not be responsible or indemnify and hold harmless County from any negligence of County agents and employees, or the operation of any vehicle on the public roads or highways.
- 6. The failure of County to insist or enforce strict performance by the GCAMS of any of the terms of this Agreement, or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to an extent of its right to assert or rely upon any such terms or right on any future occasion.
- 7. This Agreement 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 to hereto and signed by both parties.

[Signatures on separate page]

**IN WITNESS WHEREOF**, the parties hereto have executed this contract as of the date first above written.

	GREENE COUNTY, MISSOURI
DATED: 07-09-2020	ROBERT DIXON Presiding Commissioner
DATED: <u>07-09-2020</u>	HAROLD BENGSCN, Commissioner 1st District
DATED: 7/9/2020	JOHN C. BUSSELL, Commissioner 2 <sup>nd</sup> District
ť	GREENE COUNTY CLERK:  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.
	CINDY STEIN, Greene County Auditor  APPROVED AS TO FORM:  Greene County Counselor
	By:  President
	Attest:  Owe 1/1/2028 General Manager