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

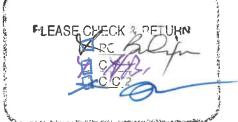
> Megan Applegate Executive Assistant

COUNTY COMMISSION

Greene County, Missouri (417) 868-4112

Greene County Commission Commission Briefing Minutes

Thursday, September 10, 2020 9:30 AM Commission Conference Room 1443 N. Robberson, 10th Floor



The Greene County Commission is now offering an alternative to attending the meeting. Please join our meeting from your computer, tablet or smartphone.

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: CoxHealth 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.

<u>Attendees:</u> Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Lyle Foster, Kevin Barnes, Clay Goddard and Donna Barton.

<u>Teleconference Attendees:</u> Bob Dixon, Jeff Bassham, Jeff Scott, Tina Phillips, Mike Cagle, Phil Corcoran, Royce Denny, Jim Arnott, Justin Hill, Rob Rigdon, Larry Woods, Franz Williams, Jim Arnott and Jason Wert.

Informational Items

Health Department-Clay Goddard

- 4439 COVID-19 cases.
- 115 reported cases on Tuesday, 99 reported cases yesterday.
- 18-22 year old demographic makes up for about 45% of the positive cases.
- Update on schools around the area.
- Health Dept. has provided a "tool kit" for businesses to help provide guidelines.
- Missouri is considered a Red Zone state. Greene County is considered a "red "county.

Resource Management-Kevin Barnes

- Looking for new Planning Director as current director is moving out of state.
- Update on Temporary Jail project.
- Update on Jail project.
- Update on Courtroom project.
- Maintenance project updates: Roof Top Unit replacement will be \$32,000.00, Jail elevator repairs will cost approv

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

GC Sheriff's Office-Jim Arnott

- Temporarily switched food and laundry services
- Looking into alternate food options.
- Working with Penmac for possible temporary help.

CARES Act-Lyle Foster

- 399 applications have been completed.
- Update on sub-committees and funding balances.

Items for Consideration and Action by the Commission

(EX1) Ex-Officio Order for 4450 E FR 144, Resource Management

Commissioner Bob Dixon moved to authorize Kevin Barnes to act as Ex-Officio for the order for 4450 E FR 144. Commissioner Harold Bengsch seconded the motion and it passed. Yes: Dixon and Bengsch. Abstain: Russell.

(EX2)Real Estate Agreement, Resource Management

Commissioner Bob Dixon moved to approve the purchase and sales agreement for a property located at 4450 E FR 144. Commissioner Harold Bengsch seconded the motion and it passed. Yes: Dixon and Bengsch. Abstain: Russell.

(EX3) Discussion and Possible Vote: CARES Funds Allocation, Commission Office Please see exhibit 3 for motions of approval.

Other:

With no other business the meeting was adjourned.

NO. 20-BCD

ORDER OF THE GREENE COUNTY COMMISSION SPRINGFIELD, MISSOURI

DATE ISSUED:

Sept. 10, 2020

SUBJECT:

Appointment of Ex-Officio Commissioner for Greene County, Missouri, for the conveyance of an interest in certain real property

in Greene County, Missouri to CGB Holdings, LLC

WHEREAS, Greene County, Missouri has entered into a Real Estate Purchase and Sale Agreement (the "Agreement") dated September 10, 2020 to sell and convey to CGB Holdings, LLC (hereinafter the "Buyer"), a certain parcel of real estate legally described as follows:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION TWENTY-SIX (26), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 3/4" IRON PIN BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER(SE114) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-SIX (26); THENCE NORTH 02°44'20"EAST, ALONG THE EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 330.90 FEET TO AN EXISTING 5/8" IRON PIN; THENCE NORTH 88°26'40"WEST, LEAVING SAID EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 247.72 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88°26'40"WEST, A DISTANCE OF 97.64 FEET TO A POINT: THENCE NORTH 11°25"39"EAST, A DISTANCE OF 123.93 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CATALPA STREET, FORMALLY KNOWN AS ROCK BRIDGE ROAD, AS IT NOW EXISTS; THENCE SOUTH 65°30'00"EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 101.49 FEET TO A POINT; THENCE SOUTH 13°14'41"WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 84.28 FEET TO THE POINT OF BEGINNING ALL BEING IN GREENE COUNTY, MISSOURI.

Parcel ID: 88-12-26-200-042 (hereinafter referred to as the "Property")

and

WHEREAS, the terms of the Agreement provide for Greene County to convey the above-described real property for payment by the Buyers of the sale price of FOUR THOUSAND and NO/100 (\$4,000), a copy of which is attached hereto and marked Exhibit "A"; and

WHEREAS, Section 49.280, RSMo., provides a County Commission may, by Order, appoint an Ex-Officio Commissioner to convey and dispose of any interest in real estate belonging to the County; and

WHEREAS, the Greene County Commission elects to appoint Kevin R. Barnes as its Ex-Officio Commissioner, to execute an Ex-Officio Quit Claim Deed for the parcel legally described above, to the Buyers.

NOW, THEREFORE, in accordance with the terms of the above-described Real Estate Purchase and Sale Agreement, Greene County, Missouri shall convey to the Buyers, Greene County's interest in the above-described parcel of real property by an Ex-Officio Quit Claim Deed executed by its Ex-Officio Commissioner, Kevin R. Barnes.

IT IS HEREBY ORDERED:

Kevin R. Barnes is hereby appointed as an Ex-Officio Commissioner of Greene County, Missouri, to convey the interest in real property legally described above to the Buyers.

Done this 10 day of Sepkmble, 2020, at 10 o'clock a.m.

| GREENE COUNTY COMMISSIO | N O | |
|--------------------------------|---------------------------|---------------------------------------|
| Tack lijon | Tard Daysel | Abstain |
| Bob Dixon | Harold Bengsch | John C. Russell |
| Presiding Commissioner | Commissioner 1st District | Commissioner 2 nd District |
| YES_K NO | YES NO | YES NO |
| Dated: 09/10/2020 | Dated: 940 - 2020 | Dated: 9-10-3030 |

ATTEST:

Shane Schoeller
Greene County Clerk

exa

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this day of Sptimber. 2020 by and between GREENE COUNTY, MISSOURI, a county of first class without a charter form of government, (hereinafter "Seller") and CGB HOLDINGS, LLC, (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located at 4450 East Farm Road 144, Springfield, Greene County, Missouri; and legally described as:

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER (SWIM) OF THE SOUTHEAST QUARTER (SEIM) OF THE NORTHWEST QUARTER (NWIM) OF SECTION TWENTY-SIX (26). TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 34" IRON PIN BEING THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER(SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION TWENTY-SIX (26); THENCE NORTH 02"44"20"EAST, ALONG THE EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 330.90 FEET TO AN EXISTING 5/8" IRON PIN; THENCE NORTH 88"26"40"WEST, LEAVING SAID EAST LINE OF SAID QUARTER QUARTER, A DISTANCE OF 247.72 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88"26"40"WEST, A DISTANCE OF 97.64 FEET TO A POINT: THENCE NORTH 11"25"39"EAST, A DISTANCE OF 123.93 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CATALPA STREET, FORMALLY KNOWN AS ROCK BRIDGE ROAD, AS IT NOW EXISTS; THENCE SOUTH 65"30"80"EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 101.49 FEET TO A POINT, THENCE SOUTH 13"14"4"WEST, LEAVING SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 94.24 FEET TO THE POINT OF BEGINNING ALL BEING IN GREENE COUNTY, MISSOURI.

Parcel ID: 88-12-26-200-042 (hereinafter referred to as the "Property")

WHEREAS, Buyer has a need to acquire the Property presently owned by Seller; and

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and quit claim to the Buyer the Property; and

WHEREAS, the Seller agrees to sell and quit claim to Buyer the Property by Ex-Officio Quit Claim Deed, the above-described property within forty-five (45) days from the date hereof upon the full performance by the Buyer; and

WHEREAS, the Buyer agrees to merge the Property into Buyer's existing parcels of real property through the Administrative Subdivision process of Greene County and record said Administrative Subdivision with the Greene County Recorder's Office.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

- 1. Purchase Price. The Buyer agrees to pay the Seller the Sum of Four Thousand and No/100 Dollars (\$4,000.00) for the Property, payable in cash or by certified cashier's check upon final approval of the Agreement by the Greene County Commission (Seller) and delivery of the executed Ex-Officio Quit Claim Deed to the Buyer within the above specified forty-five (45) day period for completing this transaction. If the sale is not approved by the Seller and the transaction is not closed within this forty-five (45) day limit, the entire Agreement shall become null and void.
- 2. <u>Survey</u>. The Seller shall cause the Property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Buyer to create a new legal description for the combined tracts of real property as required by Paragraph 5(c) hereof.
- 3. <u>Inspection/Review; Right to Decline Title</u>. The Buyer shall have the following rights to inspect the Property:
 - A. <u>Buyer Review/Inspection and Termination Right</u>: Buyer shall have thirty (30) days from effective date of this Agreement ("Buyer's Inspection Period") to inspect and review the County Property, itself, and to conduct such environmental, soil, engineering, building component or other tests, studies and inspections, with respect to the Property as Buyer deems necessary, including asbestos and lead paint inspections of the Property buildings, considering that only an inspection performed by certified inspectors can confirm or deny the presence of asbestos and/or lead based paint. Buyer shall take all the EPA required precautions while conducting the environmental inspections.

If during the Inspection Period Buyer is not satisfied with the results of any tests, studies or inspections, then Buyer, in its sole and absolute discretion, may choose to decline taking title to the Property by giving written notice to the Seller of such decision on or before the date of the expiration of Buyer's Inspection Period. Buyer's action to decline taking title to the Property under this paragraph shall render this agreement null and void. If Buyer fails to provide the written notice provided for herein before expiration of Buyer's Inspection Period, then the right of Buyer to decline taking title to the Property pursuant to this paragraph shall be deemed waived.

- B. Access to Property. Buyer shall have the right to access the Property during Buyer's Inspection Period for the purposes of conducting the inspections, tests and studies set forth in this paragraph. Access shall be limited to reasonable times and shall require prior notice, and Buyer shall take all the necessary EPA mandated precautions while conducting the tests and inspections and ensure it does not materially interfere with the County's business. The County shall not impede the investigation unreasonably. Buyer shall indemnify and hold the Seller harmless (which indemnity shall survive the Closing) from any loss, claim, liability or cost, including without limitation, damage to the Property, injury to persons, and claims of mechanic's or materialmen's liens, caused by Buyer's entry and conduct of tests at the Property. Further, Buyer shall be obligated to repair within the reasonable time specified in writing by the Seller to Buyer any damage caused to the Property during said investigation, unless the Seller excuses the same in writing.
- 4. Conveyance. Conveyance of the Property to Buyer will be by Ex-Officio Quit Claim Deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon Buyer to seek their own professional opinion as to the resulting state of the title. The Seller will provide a commitment for title insurance. If the Buyer determines that the requirements for obtaining fee title are unsatisfactory, the Buyer shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract.

5. Other Conditions and Consideration.

A. The Seller represents and warrants to Buyer that there is no lease in force and such representation warranty shall survive the closing date. Seller shall not execute any agreements relating to the property 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. Subject to the provisions of this paragraph, 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.

- B. The Seller represents and warrants to Buyer that there are no unpaid bills for improvements within twelve (12) months prior to the closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.
- C. Buyer represents and warrants to Seller that within thirty (30) days of closing it will apply to the Greene County Resource Management Department through the Administrative Subdivision process to merge and combine the Property being purchased herein with the contiguous tract of land currently owned by Buyer and create a new legal description for the combined tracts. The new legal description shall be recorded in the Greene County Recorder's Office as part of the Administrative Subdivision. The survey shall show a No-Build area and shall prohibit structures of any kind within the No-Build area. Seller agrees to pay all recording fees associated with the Administrative Subdivision process.
- 6. Closing and Possession. The "Closing" shall be held at a mutually agreeable date and location at Meridian Title Company, however no later than the _____ day of _____, 2020, upon full compliance by Seller of all the conditions and provisions of this Contract and the title company being obligated to deliver its title insurance policy to Buyer. At closing, Seller shall deliver to Buyer at the offices of the title company a properly executed Ex-Officio Quit Claim Deed conveying the Property. The Buyer shall deliver to Seller at the office of the title company the purchase price of \$4,000.00 as provided in paragraph 1 above. Buyer shall be entitled to possession of the Property immediately after closing. The Seller will pay all closing costs. The Buyer shall be responsible for payment of the premium on any title insurance policy it receives. The Seller shall be responsible for payment of the recording fees of the Ex-Officio Quit Claim Deed and County Commission Order.
- 7. Remedies Upon Default. The Seller or the Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for

curing the default. If this Contract shall not be closed for default of either party, then the sole remedy shall be termination of this Contract.

- 8. Provisions Not Merged with Deed. No provision of this contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this contract.
- 9. Notice. All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to the Buyer and the County by one of three different means: Facsimile Transmission ("FAX"), if both parties have a FAX number, U.S. Postal Service Mails; hand delivering a copy of the same to the receiving party or notice may be given by any combination of the above methods.

A. The date of notice shall be:

- 1. The date upon which notice is hand delivered by the receiving party.
- 2. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- 3. The third day following mailing of the notice, whichever occurs first.
- B. It shall be sufficient if notices to Buyer are addressed to: CGB Holdings, LLC, 640 E. Delmar, Springfield, Missouri 65807.
- C. If shall be sufficient if notices sent to the County are addressed to: Greene County, Missouri, c/o Greene County Counselor, 901 St. Louis Street, 20th Floor, Springfield, Missouri 65806, or emailed to: ihousley@lowtheriohnson.com.

- 10. <u>Headings</u>. The headings or captions of the contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the contract or any provision thereof.
- 11. <u>Severability</u>. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the County may, at its sole option, set this contract aside.
- 12. <u>No Assignments</u>. The Buyer may not assign this contract or any of its rights or obligations hereunder without prior written consent of the Seller. The Seller may not assign this contract or any rights or obligations hereunder without the prior written consent of Buyer.
- 13. <u>Survival of Provisions</u>. To the extent necessary to carry out the intent of the Contract, the provisions herein shall survive the closing/settlement of this transaction.
- 14. <u>Time is of the Essence</u>. Time is of the essence in the performance of each provision of this Contract. All references to a specific time shall mean central time. All references to periods of days shall mean calendar days, unless otherwise provided.
- 15. Governing Law. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri. This Agreement 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 Agreement.
- 16. Entire Contract. This Contract and all attachments hereto constitute the entire Contract of the parties. No modification, amendment, or waive of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

- 17. Execution. The execution of this Contract shall constitute legal and binding obligations of the parties. To facilitate execution, this Contract 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 part, appear on more than one counterpart. All counterparts shall collectively constitute a single Contract.
- 18. <u>Binding Effect.</u> This Contract 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.

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

SELLER:

GREENE COUNTY, MISSOURI

DATED: 09/10/2020

DATED: 9-10-2020

DATED: 9 - (0 - 2020)

BOB DIXON, Presiding Commissioner

HAROLD BENGSCH, Commissioner 1st District

JOHN C. RUSSELL, Commissioner 2nd District

Moll

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 |
|------------------|--|
| DATED: 8/19/2020 | BUYERS: Signature President (4B Holding) Name and Title |
| DATED: | Signature |

Name and Title



Small Business

#654 Downtown Springfield Association-\$118,724.00-Payroll, marketing campaign, artist support.

Commissioner John Russell moved to approve application #654 Downtown Springfield Association for \$118,724.00. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#421 Bookmarx-Operations-\$5,000

Commissioner Bob Dixon moved to approve application #421 Bookmarx for \$5,000.00. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#132-Abundant Life Ministries-\$8,745.20 (partial funding)-On-line services.

Commissioner John Russell moved to approve application #132 Abundant Life Ministries for \$8,745.20. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#141-Drew Lewis Foundation-\$30,000 (additional partial funding)-Payroll.

Commissioner John Russell moved to approve application #141 Drew Lewis Foundation for \$30,000.00. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#146-New Beginning Sanctuary-\$16,749.05 (partial funding)-Housing rental assistance.

Commissioner John Russell moved to approve application #146 New Beginning Sanctuary for \$16,749.05. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell

#157-Ujima Language & Literacy-\$6,300 (additional partial funding)-Literacy buddies, tutoring & story activities.

Commissioner John Russell moved to approve application #157 Ujima Language & Literacy for \$6,300.00. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#158-Consumer Credit Counseling-\$64,726 (additional partial funding)-Rental assistance.

Commissioner John Russell moved to approve application #158 Consumer Credit Counseling for \$64,726.00. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#183-I Pour Life-\$72,623.78 (additional partial funding)-Rent and youth supported services.

Commissioner John Russell moved to approve application #183 I Pour Life for \$72,623.78. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#208 Catholic Charities-\$100,000 (additional partial funding)-Homeless prevention assistance & RRH.

Commissioner John Russell moved to approve application #208 Catholic Charities for \$100,000.00. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#503 OACAC-\$8,070 (full funding)-Technology for in-home client services.

Commissioner John Russell moved to approve application #503 OACAC for \$8,070.00. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#523-The Child Advocacy Center-\$8,495 (partial funding)-PPE & training.

Commissioner John Russell moved to approve application #523 The Child Advocacy Center for \$8,495.00. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#553-Lake County Soccer-\$3,400 (partial funding)-PPE & disinfecting

Commissioner John Russell moved to approve application #553 Lake County Soccer for \$3,400.00. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#556-Awaken360-\$12,500 (full funding)-Staffing, equipment & PPE.

Commissioner John Russell moved to approve application #556 Awaken360 for \$12,500.00. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.