

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> 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**

**Greene County Commission**  
**Commission Briefing Minutes**

**Thursday, April 1, 2021**  
9:30 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

**PLEASE CHECK & RETURN**

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

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/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

**Attendees:** Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Donna Barton and Bill Prince.

**Teleconference Attendees:** Adam Humphries, Kevin Barnes, Mike Cagle, Rob Rigdon, Cindy Stein, Justin Hill, Jon Mooney, Royce Denny, Rick Kessinger, Franz Williams, Jeff Avers, Rick Artman and Tina Phillips.

**Informational Items**

**Health Department-Jon Mooney**

- 20.3 7 day case average of COVID-19
- Hospitalizations are 29 cases currently
- Vaccine numbers continue to increase. Fully vaccinated 16.8%, 30% has received 1<sup>st</sup> dose.

**Resource Management-Kevin Barnes**

- Day 372 of jail project, roofing will be completed in a couple months, CU gas is live at the facility. RTU's will be placed on the roof, drywall in sheriff's office has begun.
- Parking lot plans on campus are taking place.
- Current jail RTU's will be set next week.

**Items for Consideration and Action by the Commission**

**(EX1)** Discussion and Possible Vote: Department of Public Safety Grant Award, Juvenile Office  
Commissioner Rusty MacLachlan moved to approve the Presiding Commissioner to sign the Department of Public Safety Grant . Commissioner John Russell seconded the motion and it passed unanimously.  
Yes: Dixon, MacLachlan and Russell.

**Discussion and Possible Vote: New Construction Contract on a Roadway Improvement Project Located at Farm Road 146 & Farm Road 129, Highway Department**

Commissioner John Russell moved to approve the construction contract as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**EX2 Discussion and Possible Vote: Easement for Kansas Expressway, Highway Department**

Commissioner Rusty MacLachlan moved to approve the temporary construction easement. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**EX3, EX4 Discussion and Possible Vote: Warranty Deed for Right of Way, Highway Department**

Commissioner John Russell moved to approve the Warranty deed for the Waldo property. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Commissioner John Russell moved to approve the warranty deed for the Skelton property. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**EX5 Discussion and Possible Vote: Addendum agreement with MHDC, Budget Office**

Commissioner Rusty MacLachlan moved to approve Presiding Commissioner Dixon to sign the addendum as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

**Other:**

With no other business the meeting was adjourned.

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> District Commissioner

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



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

**Thursday, April 1, 2021**  
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Informational Items  
Health Department  
Resource Management

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Department of Public Safety Grant Award, Juvenile Office

Discussion and Possible Vote: New Construction Contract on a Roadway Improvement Project Located at Farm Road 146 & Farm Road 129, Highway Department

Discussion and Possible Vote: Easement for Kansas Expressway, Highway Department

Discussion and Possible Vote: Warranty Deed for Right of Way, Highway Department

Discussion and Possible Vote: Warranty Deed for Right of Way, Highway Department

Discussion and Possible Vote: Addendum agreement with MHDC, Budget Office

Other:

Revised on 3/30/2021 @ 2:00 PM

**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](http://www.greenecountymo.gov)**

**MICHAEL L. PARSON**  
Governor

**SANDRA K. KARSTEN**  
Director



Lewis & Clark State Office Bldg.  
Mailing Address: P.O. Box 749  
Jefferson City, MO 65101-0749  
Telephone: 573-751-4905  
Fax: 573-751-5399

STATE OF MISSOURI  
**DEPARTMENT OF PUBLIC SAFETY**  
**OFFICE OF THE DIRECTOR**

March 24, 2021

Greene County, 31<sup>st</sup> Circuit – Juvenile Division  
Attn: Mr. Bob Dixon  
1443 N Robberson Ave – 10<sup>th</sup> Floor  
Springfield MO 65802

Re: *Title II Formula Grant, Counseling Services Program, 2020-TitleII-001*

Dear Mr. Dixon:

It is my pleasure to inform you that the Department of Public Safety has approved your application for funding under the Office of Juvenile Justice and Delinquency Prevention Title II, Part B Formula Grant Program in the amount of **\$69,694.56** for the *Counseling Services Program grant*.

Enclosed you will find the Subaward and Certified Assurances documents. This subaward is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports and resolution of all interim audit findings.

Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the subaward will be subject to termination for cause or other administrative action as appropriate.

Original signatures are required; stamped signatures will not be accepted. If there has been a change in either the Authorized Official or the Project Director, please contact your Grant Specialist immediately to initiate an award document revision

In order to accept this Subaward, the following documents must be received by our office no later than **two weeks** of the date of this letter:

- Original of properly signed Subaward document
- Original of properly signed Certified Assurances document; with each page initialed by the Authorized Official

The above referenced documents should be mailed or hand-delivered to:

Highway Patrol • National Guard • State Emergency Management Agency • Fire Safety  
Office of Homeland Security • Alcohol & Tobacco Control • Capitol Police • Gaming Commission • Veterans Commission

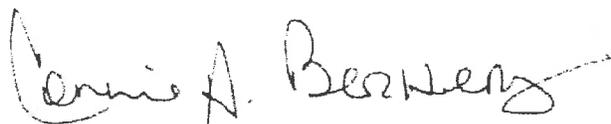
Missouri Department of Public Safety  
Attn: Michelle Parks, Office for Victims of Crime  
PO Box 749  
1101 North Riverside Drive, 4<sup>th</sup> Floor W  
Jefferson City, MO 65102

You will be notified via the WebGrants system when a signed copy of the fully executed Subaward Document and Certified Assurances and/or Special Conditions, if applicable, are available for you to download for your records.

This subaward is not final until fully executed by the Missouri Department of Public Safety.

Please contact Michelle Parks with any programmatic and/or financial questions related to this Subaward. Congratulations! I look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Connie A. Berhorst". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Connie Berhorst, Program Manager  
Office for Victims of Crime

Enclosures

cc File



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
OFFICE OF THE DIRECTOR  
SUBAWARD

P.O. Box 749  
Jefferson City, MO 65102  
Phone: (573) 751-4905

<b>Subrecipient Name:</b>		<b>Subrecipient DUNS Number:</b>	
Greene County, 31 <sup>st</sup> Circuit Juvenile Division		095831228	
<b>DPS Funding Opportunity Title:</b>	<b>Project Period Start Date:</b>	<b>Project Period End Date:</b>	
2021 Title II Formula Grant	10/1/2020	9/30/2021	
<b>Project Title:</b>		<b>Subaward Number:</b>	
Counseling Services Program		2020-TitleII-001	
<b>Project Description:</b>			
<p><i>The Greene County Juvenile Office is submitting a proposed project to add a Missouri Licensed Professional Counselor (LPC) to the office which will focus on providing individual and family Counseling services to the youth and families served by this office. The LPC will focus on providing services to youth currently being served by the programs of our Community Based Services division, and will also be available to provide services to any youth directly involved with our office. By offering onsite counseling services at no cost to our youth and families, with a strong focus on helping them through the traumatic experiences that are often the root of the problematic behavior, we can increase the likelihood of their long-term success. By creating these long term behavioral changes, we can achieve not only a far better life experience for our youth and families, but we can decrease future victimization by preventing further penetration into the juvenile justice system.</i></p>			
<b>Subaward Total:</b>	<b>CFDA Number and Name:</b>		
\$69,694.56	16.540 – Title II Formula Grant Program		
<b>Research and Development Project:</b>		<b>Indirect Cost Rate for Federal Award:</b>	
No		N/A	
<b>Name of Federal Awarding Agency:</b>		<b>Federal Award Date:</b>	
Department of Justice, Office of Justice Program, Office of Juvenile Justice and Delinquency Prevention		FY2018 10/1/2018 FY2019 10/1/2019 FY2020 10/1/2020	
<b>Name of State Administering Agency (SAA):</b>		<b>SAA Federal Award Number:</b>	
Missouri Department of Public Safety, Office of the Director P.O. Box 749 Jefferson City, MO 65102		2018-JF-FX-0011 2019-JX-FX-0016 2020-JX-FX-0028	
<p>This Subaward is made in the amount and for the project period referenced above to the Subrecipient identified above. This Subaward is subject to compliance with the general conditions governing grants and subawards and any attached Certified Assurances or Special Conditions. This Subaward is subject to compliance with all federal and state laws and all guidelines identified in the above mentioned DPS Funding Opportunity.</p> <p>The undersigned Subrecipient Authorized Official hereby acknowledges he/she is authorized to legally bind the Subrecipient and certifies acceptance of the above-described Subaward on the terms and conditions specified or incorporated by reference above and those stated in the approved application.</p>			
<b>Subrecipient Authorized Official (AO) Name:</b>		<b>Subrecipient Project Director (PD) Name:</b>	
Mr. Bob Dixon		Mr. Bill Prince	
<b>Subrecipient AO Signature:</b>	<b>Date:</b>	<b>Subrecipient PD Signature:</b>	<b>Date:</b>
		<i>Bill Prince</i>	4/1/2021
<p>This Subaward shall be in effect for the duration of the project period stated above and funds shall be made available on the Subaward Date with return of this signed document to the Missouri Department of Public Safety and upon full execution by signature of the Authorized Official of the Missouri Department of Public Safety, Office of the Director.</p>			
<b>Authorized Official, Missouri Department of Public Safety</b>			<b>Subaward Date</b>



MISSOURI DEPARTMENT OF PUBLIC SAFETY  
 OFFICE OF THE DIRECTOR  
 SUBAWARD

P.O. Box 749  
 Jefferson City, MO 65102  
 Phone: (573) 751-4905

**TITLE II CERTIFIED ASSURANCES**

<b>Subrecipient Name:</b>	Greene County, 31 <sup>st</sup> Circuit Juvenile Division	<b>Subaward Number:</b>	2020-TitleII-001
<b>Project Title:</b>	Counseling Services Program		

The Subrecipient hereby assures and certifies compliance with all the following certified assurances:

**General:**

- Governing Directives:** The Subrecipient assures that it shall comply, and all its subrecipients shall comply, with the applicable provisions of the Title II Solicitation, the DPS Financial and Administrative Guide, any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations), and other applicable federal and state laws, orders, circulars, or regulations.
- Compliance Training:** As a recipient of federal or state monies, the Subrecipient is required to attend any Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, contract changes, civil rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities
- Non-Supplanting:** The Subrecipient assures that federal and/or state grant funds made available under this contract will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project.
- Change in Personnel:** The Subrecipient agrees to notify, within a timely manner, the Missouri Department of Public Safety if there is a change in or temporary absence as it affects the 'My Profile' module, 'Contact Information' form, and/or 'Budget' form within WebGrants. The notification shall be sent through the 'Correspondence' component of WebGrants to the appropriate Internal Contact with the *Change of Information* form attached.
- Subaward Adjustments:** The Subrecipient understands that any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. No additional funding shall be awarded to a Subrecipient but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested as a Subaward Adjustment Request via WebGrants.

Authorized Official Initials \_\_\_\_\_

6. **Monitoring:** The Subrecipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the Subrecipient assures that all documentation or records relating to this contract shall be made available to monitoring representatives of the Missouri Department of Public Safety, Office of the Director, immediately upon request. The Subrecipient assures that fund accounting, auditing, monitoring, and such evaluation procedures as may be necessary to keep such records as the Missouri Department of Public Safety, Office of the Director, shall prescribe, will be provided to assure fiscal control, proper management, and efficient disbursement of funds received under this contract.
7. **Criminal Activity/False Statements:** The Subrecipient assures that they will formally report to the Missouri Department of Public Safety within 48 hours of notification that a Department of Public Safety grant-funded individual is arrested for or formally charged with a misdemeanor or felony regardless if the criminal offense is related to the individual's employment. The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

The Subrecipient shall not make false statements or claims in connection with any Office of Justice Programs or DPS state funded grant. The result of such false statements or claims includes fines, imprisonment, and debarment from participating in state and federal grants or contract, and/or other remedy by law. The Subrecipient must promptly refer to the Department of Justice, Office of Inspector General and/or the Missouri DPS any credible evidence that a principal, employee, agent, Subrecipient, Subrecipient, sub-Subrecipient, or other person has either:

- a. Submitted a false claim for grant funds under the False Claims Act or
- b. Committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

For recipients of federal grant funding, potential fraud, waste, abuse, or misconduct must be reported to the OIG and DPS by mail at:

Office of Inspector General  
Office of Justice Programs and Investigations Div. 950  
Pennsylvania Avenue, N.W., Room 4706  
Washington, D.C. 20530

Missouri Department of Public Safety  
Office of the Director  
Attention: Title II  
P.O. Box 749  
1101 Riverside Drive  
Jefferson City, MO 65102-0749

For recipients of state grant funding, potential fraud, waste, abuse, or misconduct must be reported to the Department of Public Safety by mail at the above noted address.

The Department of Public Safety reserves the right to suspend or terminate grant funding pending the adjudication of the criminal offense.

8. **Lobbying:** The Subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government,

Applicants for DPS awards with total costs expected to exceed \$100,000 are required to certify that (1) they have not made, and will not make, such a prohibited payment, (2) they will be responsible for reporting the use of non-appropriated funds for such purposes, and (3) they will include these requirements in consortium agreements and contracts under grants that will exceed \$100,000 and

obtain necessary certifications from those consortium participants and Subrecipients. The signature of the authorized organizational official on the application serves as the required certification of compliance for the applicant organization. DPS appropriated funds may not be used to pay the salary or expenses of an employee of a grantee, consortium participant, or Subrecipient or those of an agent related to any activity designed to influence legislation or appropriations pending before Congress or any State legislature.

9. **Fair Labor Standards Act:** All recipients of federal funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.
10. **Employment of Unauthorized Aliens:** Pursuant to Section 285.530.1 RSMo, the Subrecipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the Subrecipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with Sections 285.525 to 285.550, RSMo a general Subrecipient or subrecipient of any tier shall not be liable when such Subrecipient or subrecipient contracts with its direct subrecipient who violates subsection 1 of Section 285.530, RSMo if the contract binding the Subrecipient and subrecipient affirmatively states that the direct subrecipient is not knowingly in violation of subsection 1 of Section 285.530, RSMo and shall not henceforth be in such violation and the Subrecipient or subrecipient receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subrecipient's employees are lawfully present in the United States.

11. **Relationship:** The Subrecipient agrees that they will represent themselves to be an independent Subrecipient offering such services to the general public and shall not represent themselves or their employees to be employees of the Missouri Department of Public Safety or the Office of the Director. Therefore, the Subrecipient shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc.
12. **Injury and Damage:** In the event of any injury or damage as a result of the Subrecipient's performance under the contract, the Subrecipient agrees to save the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless and to indemnify the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, from every expense, liability or payment arising out of such negligent act. The Subrecipient also agrees to hold the Missouri Department of Public Safety and the Office of the Director, including its officers, employees and representatives, harmless for any negligent act or omission committed by any sub-Subrecipient or other person employed by or under the supervision of the Subrecipient under the terms of the contract.
13. **Drug-Free Workplace :** The Subrecipient assures that it will comply, and all its subrecipients will comply, with the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, as defined by 28 C.F.R. §§ 83.620 and 83.650,. The Law further requires that all individual Subrecipients and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.
14. **Renewal:** An award of contract, entered into as a result of this application, shall not bind or purport to bind the Department of Public Safety for any contractual commitment in excess of the original contract period contained in such an award of contract. However, the Department of Public Safety shall have the right, at its sole discretion, to renew any such award of contract on a year-to-year basis. Should the Department of Public Safety exercise its right to renew the contract, the renewal shall be subject to the terms set forth by the Department of Public Safety in the

documents developed for such renewal. Failure to comply with such terms set forth by the Department of Public Safety will result in the forfeiture of such a renewal option.

### **Civil Rights:**

1. **Ensuring Access to Federally Assisted Programs:** The Subrecipient acknowledges that federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.
2. **Enforcing Civil Rights Laws:** The Subrecipient acknowledges that all recipients of Federal financial assistance, regardless of the particular source, the amount of the grant award, or the number of employees in the workforce, are subject to the prohibitions against unlawful discrimination. Accordingly, the Office for Civil Rights (OCR) investigates recipients that are the subject of discrimination complaints from both individuals and groups.
3. **Limited English Proficiency (LEP):** The Subrecipient assures that, in accordance with the *Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against national Origin Discrimination Affecting Limited English Persons*, 67 Fed. Reg. 41455 (June 18, 2012) as it pertains to Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, recipients of Federal financial assistance must take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency (LEP). 'Meaningful access' will generally involve some combination of oral interpretation services and written translation of vital documents. For more information, visit <http://www.lep.gov>.
4. **Equal Employment Opportunity Plan (EEOP):** The Subrecipient agrees to comply with the applicable requirements of 28 C.F.R. Part 42, Subpart E., DOJ's Equal Employment Opportunity Program (EEOP) Guidelines. The Subrecipient will prepare an *EEO Utilization Report* if the Subrecipient (1) is a state or local government agency or any business; and (2) has 50 or more employees (counting both full and part-time employees but excluding seasonal employees, political appointees, and elected officials); and (3) receives a single award of \$25,000 or more from the Office of Justice Programs (OJP), Office on Violence Against Women (OVW), or Community Oriented Policing Services (COPS). The *EEO Utilization Report* must be prepared and submitted to DOJ's Office for Civil Rights (OCR) through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

If the Subrecipient does not meet all the aforementioned criteria, the Subrecipient is exempt from preparing the *EEO Utilization Report*; however, all Subrecipients, regardless of their EEOP obligations, must complete the *Certification Form*, in which the Subrecipient declares its satisfaction of its obligations. The *Certification Form* must be prepared and submitted to DOJ's OCR through OCR's online EEO Reporting Tool within 60 days of receipt of such federal subaward.

To prepare the applicable *EEO Utilization Report* and/or *Certification Form* or for more information, visit <http://ojp.gov/about/ocr/eeop.htm>.

5. **Using Arrest and Conviction Records for Employment Decisions:** The Subrecipient understands the Office for Civil Rights (OCR) issued an advisory document for recipients of

federal financial assistance on the proper use of arrest and conviction records in making hiring decisions. Refer to *Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964* (June 2013), available at [http://ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

Subrecipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, Subrecipients should consult local counsel in reviewing their employment practices. If warranted, Subrecipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity (EEO) Plans.

6. **Finding of Discrimination:** The Subrecipient assures that, in the event a federal or state court or federal or state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the Subrecipient will forward a copy of the court judgment to the Missouri Department of Public Safety within 30 days of the court judgment date. The Missouri Department of Public Safety will act as the liaison in all civil rights matters with the Office of Civil Rights, Office of Justice Programs.
7. **Unlawful Employment Practices:** The Subrecipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.
8. **Discrimination in Public Accommodations:** The Subrecipient assures compliance with Section 213.065 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.
9. **Faith-based Organizations:** The grantee agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See [http://www.ojp.gov/about/ocr/equal\\_fbo.htm](http://www.ojp.gov/about/ocr/equal_fbo.htm)."

#### **Financial:**

1. **Fund Availability:** The Subrecipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

Authorized Official Initials \_\_\_\_\_

2. **Release of Funds:** No funds will be disbursed under this contract until such time as all required documents are signed by the Authorized Official and Project Director and returned to the Missouri Department of Public Safety, Office of the Director for final review and signature by the Director or his/her designee.
3. **Financial Guide:** The Subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide which can be found at <http://www.ojp.usdoj.gov/financialguide/index.htm>.
4. **Allowable Costs:** The Subrecipient understands that only allowable and approved contract expenditures will be reimbursed under this contract. These monies may not be utilized to pay debts incurred by other activities. The Subrecipient agrees to obligate funds no later than the last day of the contract period. Any deviation from the approved contract must have prior approval from the Missouri Department of Public Safety. The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety. The Subrecipient certifies that all expendable and non-expendable property purchased with Title II funds under this contract shall be used for juvenile justice and delinquency purposes only.
5. **Financial Reporting Requirements:** The Subrecipient agrees to complete and submit any financial reports required for this program as outlined in the Title II Solicitation. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the contract.
6. **Project Income:** The Subrecipient agrees to account for project income/federal forfeitures generated by the activities of this contract, and shall report receipts and expenditures of this income on the monthly Claim report. The Subrecipient understands that all project income generated as a result of this contract shall be expended during the life of the contract.
7. **Procurement:** The Subrecipient assures that all procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner to provide maximum open and free competition. In addition, the Subrecipient assures that all procurement transactions will meet the minimum standards set forth in the *Financial and Administrative Guidelines* section of the TITLE II solicitation and identified here:
  - A. All quotations and the rationale behind the selection of a source of supply shall be retained, attached to the purchase order copy, and placed in the accounting files.
  - B. Purchases (not unit cost) totaling less than \$3,000 may be purchased with prudence on the open market.
  - C. Purchases (not unit cost) estimated to cost between \$3,000 but less than \$24,999, shall be competitively bid, but need not be solicited by mail or advertisement.
  - D. Purchases (not unit cost) with an estimated expenditure of \$25,000 or over shall be advertised for bids in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders at least five days before bids for such purchases are to be opened.
  - E. Where only one bid or positive proposal is received, it is deemed to be sole source procurement.
    - i. Sole source procurement by a unit of government on amounts greater than \$3,000 requires prior approval from the Missouri Department of Public Safety.
    - ii. Sole source procurement of items costing \$100,000 or more requires prior approval from the U.S. Department of Justice, which must be obtained by the Missouri Department of Public Safety.
8. **Buy American:** The Subrecipient acknowledges Sections 34.350-34.359 RSMo regarding the Domestic Product Procurement Act (or commonly referred to as the Buy American Act) and the requirement to purchase or lease goods manufactured or produced in the United States, unless exceptions to the Buy American mandate in Section 34.353 RSMo are met.
9. **Buy Missouri:** The Subrecipient also acknowledges Sections 34.070 and 34.073 RSMo regarding the preference given to all commodities and tangible personal property manufactured, mined, produced, or grown within the state of Missouri and to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when quality is equal or

better and delivered price is the same or less, quality of performance promised is equal or better and the price quoted is the same or less, or when competing bids are comparable.

10. **Debarment and Suspensions:** This certification is required by Executive Order 12549, Debarment and Suspensions, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510.

The Subrecipient certifies that it and its principles:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default

11. **Audit:** The Subrecipient agrees to comply with the organizational audit requirements of CFR Part 200 Audit Requirements. This guidance states that non-federal entities that expend \$750,000 or more in federal funds (from all sources including pass-through sub-awards) in the agency's fiscal year (12-month turnaround reporting period) shall have a single organization wide audit conducted in accordance with the provisions of as further described in the OJP Financial Guide, Chapter 3.19, Audit Requirements. The Subrecipient assures it shall submit a copy of the financial audit report to the Missouri Department of Public Safety if they have met or exceeded this federal threshold.

12. **Termination of Award:** The Missouri Department of Public Safety, Office of the Director, reserves the right to terminate any contract entered into as a result of this application at its sole discretion and without penalty or recourse by giving written notice to the Subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the Subrecipient under the contract shall, at the option of the Missouri Department of Public Safety, become property of the State of Missouri.

In the event that the Missouri Department of Public Safety determines that a Subrecipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable regulations, the Missouri Department of Public Safety may permanently or temporarily terminate the contract. If this occurs, the Subrecipient has the right to an appeal hearing. In the event a contract is permanently terminated, the Missouri Department of Public Safety may take action as deemed appropriate to recover any portion of the contract funds remaining or an amount equal to the portion of the contract funds wrongfully used.

13. **Enforceability:** If a Subrecipient fails to comply with all applicable federal and state requirements governing these funds, the State of Missouri may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misspent funds available under all applicable state and federal laws.
14. **Compensation:** The Subrecipient understands that funds may not be used to pay cash compensation (salary plus bonuses) to any employee of this grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System. The Subrecipient understands it may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

**Programmatic:**

1. **Time Records Requirement:** The Subrecipient assures that, all project personnel funded through this contract will maintain signed timesheets that detail 100% of their time along with the activities/services provided. These timesheets must be provided to the Missouri Department of Public Safety personnel upon request.
2. **Coordination of activities:** The Subrecipient shall fully coordinate all activities in the performance of the project with those of the Missouri Department of Public Safety, Office of the Director.
3. **Data Collection:** The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information as the Missouri Department of Public Safety, Office of the Director, may require. This includes any additional information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Department of Justice, Office of Justice Programs or the Office of Juvenile Justice and Delinquency Prevention. In addition to information that may be necessary in follow-up to monitoring and/or audit issues, and in response to requests from the Missouri Department of Public Safety
4. **Access to Records:** The Subrecipient authorizes the Missouri Department of Public Safety and/or the Office of Juvenile Justice and Delinquency Prevention and/or the Office of the Comptroller, and its representatives, access to and the right to examine all records, books, paper or documents related to the Title II grant.
5. **Confidentiality of Research Information:** The Subrecipient assures that except as otherwise provided by federal law, they shall not use or reveal any research or statistical information furnished under this program by any person identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with the Missouri Department of Public Safety, Crime Victim Services and Juvenile Justice Unit. Such information, and any copy of such information shall be immune from legal process and shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial, legislative, or administrative proceeding.
6. **Printed Materials:** All materials and publications (written, visual; or audio) resulting from award activities shall contain the following statements: **"This project is supported by the by funding provided by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention Title II Program administered by the Missouri Department of Public Safety, Office of the Director."** The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Missouri Department of Public Safety, Office of the Director or the Department of Justice Programs.
7. **Minimization of Conference Costs:** OJP encourages applicants to review the OJP guidance on conference approval, planning, and reporting that is available on the OJP Web site at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm). This guidance sets out the current OJP policy, which requires all funding recipients that propose to hold or sponsor conferences (including meetings, trainings, and other similar events) to minimize costs, requires OJP review and prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients) and generally prohibits the use of OJP funding to provide food and beverages at conferences. The guidance also sets upper limits on many conference costs, including facility space, audio/visual services, logistical planning services, programmatic planning services, and food and beverages (in the rare cases where food and beverage costs are permitted at all).

**Food and Beverage Costs:** OJP may make exceptions to the general prohibition on using OJP funding for food and beverages but will do so only in rare cases where food and beverages are not otherwise available (e.g., in extremely remote areas); the size of the event and capacity of nearby food and beverage vendors would make it impractical to not provide food and beverages; or a special presentation at a conference requires a plenary address where conference participants have no other time to obtain food and beverages. Any such exception requires OJP's prior written approval. The restriction on food and beverages does not apply to water provided at

no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Additionally, this restriction does not affect direct payment of per diem amounts to individuals in a travel status under your organization's travel policy.

The provision of food and/or beverages to youth as part of programmatic activity is not subject to the above restriction because such activity does not fall within the definition of a conference, training, or meeting.

8. **Training and Training Material:** The Subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
9. **Duplication of Funding:** The Subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the Missouri Department of Public Safety's grant contact for this award, and, if so requested by DPS, seek a budget-modification or change-of-project-scope contract adjustment request to eliminate any inappropriate duplication of funding.
10. **Student Financial Assistance:** The Subrecipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or the parents or legal guardians of such students.
11. **JJDP ACT Compliance:** The Subrecipient agrees to comply with all Title II Formula Grant (Title II) requirements as outlined in the Juvenile Justice and Delinquency Prevention Act of 2002, the applicable guidelines, the Certified Assurances; and the most recent OJJDP Formula Grants Consolidated Regulation (28 CFR Part 31), to the extent that those regulations are not in conflict with the above.
12. **Confidentiality/Privacy Requirements:** The Subrecipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subrecipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
13. **Federal Acquisition Regulation:** The Subrecipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The Subrecipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the Subrecipient (and of each of its subrecipients, if applicable) to ensure that this condition is included in any subaward under this award.

The Subrecipient has the responsibility to obtain from sub recipients, contractors, and sub-contractors (if any) all rights and data necessary to fulfill the Subrecipient's obligations to the Government under this award. If a proposed sub recipient, contractors, or sub-contractors refuses to accept terms affording the Government such rights, the Subrecipient shall promptly bring such refusal to the attention of the DPS grant project contact to be forwarded to the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

14. **Human Research Subjects:** Grantee agrees, as a condition of award approval, to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the

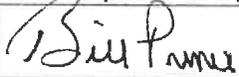
Authorized Official Initials \_\_\_\_\_

protection of human research subjects, including informed consent procedures and obtainment of Institutional Review Board approval, if appropriate.

15. **Website Statements:** Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

<b>This hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the subaward application.</b>			
<b>Subrecipient Authorized Official (AO) Name:</b>		<b>Subrecipient Project Director (PD) Name:</b>	
Mr. Box Dixon, Presiding Commissioner		Mr. Bill Prince	
<b>Subrecipient AO Signature:</b>	<b>Date:</b>	<b>Subrecipient PD Signature:</b>	<b>Date:</b>
			4/1/2024

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## WARRANTY DEED

THIS INDENTURE, made this 25<sup>th</sup> day of March, 2021 by and between **SUSAN L. WALDO and JAMES P. WALDO, Wife and Husband**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

**WITNESSETH**, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

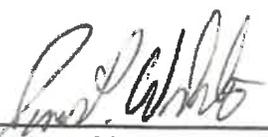
Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

**IN WITNESS WHEREOF**, the said Grantor has hereunto set its hand and seal the day and year first above written.

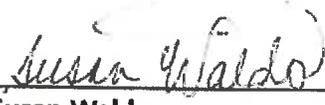
ACCEPTED: Greene County Commission  
DATE: 04/01/2021

Grantor:

  
\_\_\_\_\_  
Bob Dixon, Presiding Commissioner

  
\_\_\_\_\_  
James Waldo

  
\_\_\_\_\_  
Rusty MacLachlan, Assoc. Commissioner District. 1

  
\_\_\_\_\_  
Susan Waldo

  
\_\_\_\_\_  
John C. Russell, Assoc. Commissioner District 2

  
\_\_\_\_\_  
Rick Artman, Administrator  
Greene County Highway Department

STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

INDIVIDUAL ACKNOWLEDGMENT

On this 24<sup>th</sup> day of March, in the year 2021, before me, a Notary Public in and for said state, personally appeared Susan L. Waldo, known to me to be the person who executed the foregoing instrument, and acknowledged to me that she executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

Kim M Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

INDIVIDUAL ACKNOWLEDGMENT

On this 25<sup>th</sup> day of March, in the year 2021, before me, a Notary Public in and for said state, personally appeared James P. Waldo, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

Kim M Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 8

GRANTOR: SUSAN L. WALDO AND JAMES P. WALDO

A PARCEL OF LAND, BEING PART OF LOT 37 OF THE AMENDED FINAL PLAT OF WOODFIELD PARK, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2017, PAGE 47600-17 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY AND THE SURVEYED CENTER LINE OF FARM ROAD 182 AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY IS DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SECTION 23, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE S88°32'13"E, 78.51 FEET TO KANSAS EXPRESSWAY CENTER LINE STATION 74+71.20 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S02°23'33"W, 895.33 FEET TO CENTER LINE STATION 83+66.53; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 26°21'06" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 505.92 FEET TO CENTER LINE STATION 88+72.45; THENCE S28°44'39"W, 547.39 FEET TO CENTER LINE STATION 94+19.84; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 26°33'11" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 509.78 FEET TO CENTER LINE STATION 99+29.62; THENCE S02°11'28"W, 293.72 FEET TO CENTER LINE STATION 102+23.34 FOR THE POINT OF TERMINATION, SAID POINT LYING N88°31'18"W, 383.92 FEET FROM THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 22 WEST.

THE SURVEYED CENTER LINE OF FARM ROAD 182 IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 22, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N89°20'33"W ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, A DISTANCE OF 683.92 FEET; THENCE LEAVING SAID SOUTH LINE, N01°02'50"E, 7.54 FEET TO FARM ROAD 182 CENTER LINE STATION 18+72.97 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S88°57'10"E, 300.00 FEET TO FARM ROAD 182 CENTER LINE STATION 21+72.97 AT KANSAS EXPRESSWAY CENTER LINE STATION 102+23.34; THENCE CONTINUING S88°57'10"E, 527.03 FEET TO FARM ROAD 182 CENTER LINE STATION 27+00 FOR THE POINT OF TERMINATION.

ATTACHMENT "A"  
(PAGE 2 OF 2)

THE PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 37 OF THE AMENDED FINAL PLAT OF WOODFIELD PARK, WHICH IS THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 182, SAID POINT BEING 39.70 FEET LEFT OF FARM ROAD 182 CENTER LINE STATION 18+72.97; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N73°42'18"E, 101.65 FEET TO A POINT 70 FEET LEFT OF FARM ROAD 182 CENTER LINE STATION 19+70; THENCE S88°40'14"E, 83.97 FEET TO A POINT 120.37 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 101+56.15, SAID POINT BEING ON THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF KANSAS EXPRESSWAY; THENCE S35°16'57"W ALONG SAID EXISTING RIGHT-OF-WAY LINE, 36.28 FEET TO A POINT 39.59 FEET LEFT OF FARM ROAD 182 CENTER LINE STATION 20+33.56, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 182; THENCE N88°54'54"W ALONG THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 182, 160.59 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,701 SQUARE FEET (0.08 ACRE), MORE OR LESS.

(BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

Prepared by:  
Great River Engineering  
for Greene County, Missouri  
Project No. 3492  
Date: 06/26/2019

Great River Engineering  
2826 S. Ingram Mill, Springfield, MO 65804  
417-886-7171  
Land Surveying Corporation Certificate of Authority #2001011476



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## WARRANTY DEED

THIS INDENTURE, made this 26<sup>th</sup> day of March, 2021 by and between **CAROLYN S. SKELTON and CHARLES J. SKELTON, wife and husband**, of the County of Johnson, State of Kansas, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

**WITNESSETH**, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission

DATE: 04/01/2021

Bob Dixon  
Bob Dixon, Presiding Commissioner

Harold Bengsch  
Harold Bengsch, Commissioner District 1  
Rusty MacLachlin

John C. Russell  
John C. Russell, Commissioner District 2

Rick Artman  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

Carolyn S. Skelton  
Carolyn S. Skelton

Charles J. Skelton  
Charles J. Skelton

STATE OF Missouri )  
COUNTY OF Greene ) SS.

ACKNOWLEDGMENT OF WIFE AND HUSBAND

On this 26<sup>th</sup> day of March, in the year 2021, before me, a Notary Public in and for said state, personally appeared Carolyn S. Skelton and Charles J. Skelton, her husband, known to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein stated.

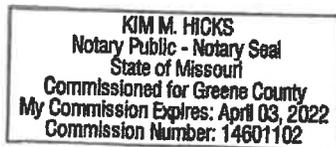
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

"Notary Seal"

Print Name: Kim m. Hicks

My term of office expires: April 3, 2022



ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 3

GRANTOR: CAROLYN S. SKELTON AND CHARLES J. SKELTON

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2015, PAGE 29896-15 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

THE SURVEYED CENTER LINE OF KANSAS EXPRESSWAY IS DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N88°28'33"W, 1432.51 FEET TO KANSAS EXPRESSWAY CENTER LINE STATION 16+79.39 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S01°55'42"W, 307.64 FEET TO CENTER LINE STATION 19+87.03; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 5°53'14" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 205.50 FEET TO CENTER LINE STATION 21+92.53; THENCE S03°57'32"E, 444.19 FEET TO CENTER LINE STATION 26+36.72; THENCE SOUTHERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 5°43'46" AND A RADIUS OF 2000.00 FEET, AN ARC DISTANCE OF 200.00 FEET TO CENTER LINE STATION 28+36.72; THENCE S01°46'14"W, 1234.37 FEET TO CENTER LINE STATION 40+71.09; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 46°46'11" AND A RADIUS OF 1200.00 FEET, AN ARC DISTANCE OF 979.54 FEET TO CENTER LINE STATION 50+50.63; THENCE S44°59'57"E, 986.86 FEET TO CENTER LINE STATION 60+37.49; THENCE SOUTHEASTERLY THROUGH A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 47°23'30" AND A RADIUS OF 1100.00 FEET, AN ARC DISTANCE OF 909.85 FEET TO CENTER LINE STATION 69+47.34; THENCE S02°23'33"W, 523.86 FEET TO CENTER LINE STATION 74+71.20 FOR THE POINT OF TERMINATION, SAID POINT LYING S88°32'13"E, 78.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST.

THE PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTH 332 FEET OF THE NORTH 582 FEET OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST, SAID POINT BEING 244.26 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 48+29.24; THENCE N02°17'34"E ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, 206.00 FEET TO AN EXISTING IRON PIN 131.37 FEET RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 46+80.03, SAID IRON PIN BEING ON THE WESTERLY LINE OF A PARCEL OF LAND OWNED BY GREENE COUNTY AS DESCRIBED IN BOOK 2016, PAGE 3694-16; THENCE S33°59'10"E ALONG THE WESTERLY LINE OF SAID GREENE COUNTY PARCEL, 250.55 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH 332 FEET OF THE NORTH 582 FEET OF

ATTACHMENT "A"  
(PAGE 2 OF 2)

SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SAID POINT BEING 125.78 FEET  
RIGHT OF KANSAS EXPRESSWAY CENTER LINE STATION 49+06.62; THENCE N89°15'29"W  
ALONG SAID SOUTH LINE, 148.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.35 ACRE, MORE OR LESS.

(BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL  
ZONE.)

Prepared by:  
Great River Engineering  
for Greene County, Missouri  
Project No. 3492  
Date: 6/26/2019

Great River Engineering  
2826 S. Ingram Mill, Springfield, MO 65804  
417-886-7171  
Land Surveying Corporation Certificate of Authority #2001011476



3

CAROLYN S. SKELTON & CHARLES J. SKELTON  
BOOK 2015, PAGE 29896-15

TRACT AREA LT. 2.80 ACRES  
REMAINING LT. 2.80 ACRES  
TRACT AREA RT. 0.35 ACRE  
NEW R/W RT. 0.35 ACRE  
REMAINING RT. 0.00 ACRE

SCALE: 1"=60'

NE1/4 SE1/4  
SECTION 15  
T28N, R22W

EXISTING R/W LINE

KANSAS EXPRESSWAY

GREENE COUNTY  
BOOK 2016  
PAGE 3694-16

EXISTING R/W LINE  
S33°59'10"E 250.55'

3

EXISTING R/W LINE  
WEST LINE NE1/4 SE1/4

131.37 RT  
46+80.03

N027°34'E 206.00

48+29.24  
24+26 RT

148.31'  
N89°15'29 W

P.O.B.

49±06.82  
125.78 RT

S. LINE S. 332' OF N. 582' OF NE1/4 SE1/4

48

48

50

90+72 LT  
50+35.89

51+04.79  
90+81 LT  
51+20.53  
106+34 LT

PT STA 50+50.63



06/26/2019

GRE NO. 3492

EXHIBIT "B"  
GREENE COUNTY, MO



**GRE**  
GREAT RIVER  
ENGINEERING  
2025 S. HIGHWAY 101, GREENSBORO, MO 65624  
PHONE: (417) 988-3774 FAX: (417) 988-1528  
www.greohio.com

Missouri State Department of Architecture Number  
Engineering: 200116886, Land Surveying: 20010114762, Landowner Acknowledgment: 2007110202

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE, made this 3<sup>rd</sup> day of February, 2021, by and between Richard D. Winders and Jenny A. Winders, husband and wife, of the County of Greene, State of Missouri ("Grantor") and Greene County, State of Missouri ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

**WITNESSETH:** that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

**(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)**

**TO HAVE AND TO HOLD** said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the

Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

IN WITNESS WHEREOF, said Grantor has executed the above the day and year first above written.

ACCEPTED: Greene County Commission  
DATE: 04/01/2021

  
\_\_\_\_\_  
Bob Dixon, Presiding Commissioner

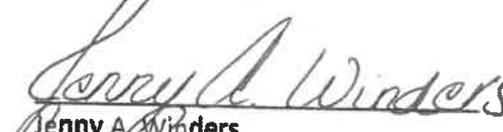
  
\_\_\_\_\_  
Harold Bergsch, Commissioner District 1  
Rusry MacLachlan

  
\_\_\_\_\_  
John C. Russell, Commissioner District 2

  
\_\_\_\_\_  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

  
\_\_\_\_\_  
Richard D. Winders

  
\_\_\_\_\_  
Jenny A. Winders

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

ACKNOWLEDGMENT OF HUSBAND AND WIFE

On this 26 day of FEBRUARY, in the year 2021, before me, a Notary Public in and for said state, personally appeared Richard D. Winders and Jenny A. Winders, his wife, known to me to be the persons who executed the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in SPRINGFIELD, MISSOURI the day and year first above written.

Lynette R. Myers NOTARY PUBLIC

Print Name: LYNETTE R. MYERS

My term of office expires: 12/10/2021

"Notary Seal"



LYNETTE MYERS  
My Commission Expires  
December 10, 2021  
Dallas County  
Commission #13479553

ATTACHMENT "A"

TRACT NO. 7

GRANTOR: RICHARD D. WINDERS AND JENNY A. WINDERS

A TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF LOT 14 OF WEAVER ADDITION, A SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2018, PAGE 35699-18 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 178 AS ESTABLISHED FOR THE KANSAS EXPRESSWAY EXTENSION PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 178 IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE N89°14'22"W ALONG THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 621.50 FEET; THENCE LEAVING SAID SOUTH LINE, N00°59'32"E, 1.87 FEET TO FARM ROAD 178 CENTER LINE STATION 112+85.76 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S89°00'28"E, 700.00 FEET TO FARM ROAD 178 CENTER LINE STATION 119+85.76 AT KANSAS EXPRESSWAY CENTER LINE STATION 74+71.20; THENCE CONTINUING S89°00'28"E, 700.00 FEET TO FARM ROAD 178 CENTER LINE STATION 126+85.76 FOR THE POINT OF TERMINATION.

THE TEMPORARY CONSTRUCTION EASEMENT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 14 OF WEAVER ADDITION, SAID CORNER BEING 24.97 FEET LEFT OF FARM ROAD 178 CENTER LINE STATION 124+38.09; THENCE N01°46'03"E ALONG THE WEST LINE OF SAID LOT 14, A DISTANCE OF 35.03 FEET TO A POINT 60 FEET LEFT OF FARM ROAD 178 CENTER LINE STATION 124+38.56; THENCE LEAVING SAID WEST LINE, S89°00'28"E, 51.44 FEET TO A POINT 60 FEET LEFT OF FARM ROAD 178 CENTER LINE STATION 124+90; THENCE S00°59'32"W, 35.25 FEET TO A POINT 24.75 FEET LEFT OF FARM ROAD 178 CENTER LINE STATION 124+90, SAID POINT BEING ON THE EXISTING NORTH RIGHT-OF-WAY LINE OF FARM ROAD 178; THENCE N88°45'36"W ALONG SAID EXISTING RIGHT-OF-WAY LINE, 51.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,816 SQUARE FEET (0.04 ACRE), MORE OR LESS, OF TEMPORARY CONSTRUCTION EASEMENT.

(BEARINGS BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

Prepared by: Great River Engineering  
for Greene County, Missouri  
Project No. 3492 Date: 06/26/2019

Great River Engineering  
2826 S. Ingram Mill, Springfield, MO 65804  
417-886-7171  
Land Surveying Corporation Certificate of Authority #2001011476





SCALE: 1"=30'

LOT 14  
WEAVER ADDITION

7

RICHARD D. WINDERS &  
JENNY A. WINDERS  
BOOK 2018, PAGE 35699-18

TRACT AREA 0.67 ACRE  
TEMP. ESMT. 0.04 ACRE  
REMAINING 0.67 ACRE

EXISTING R/W LINE

FARM ROAD 178

EXISTING R/W LINE

EXISTING DRAINAGE  
EASEMENT

EXISTING 20' CONSTRUCTION EASEMENT

EXISTING R/W LINE  
P.O.B.  
SW CORNER  
LOT 14  
WEAVER ADDITION

NEW  
TEMPORARY  
CONSTRUCTION  
EASEMENT

124+38.43  
49.97' LT  
124+38.56  
60' LT

124+90  
60' LT

S89°00'28"E  
51.44'

35.03'  
N01°46'03"E

24.97' LT  
124+38.09

124+90  
24.75' LT

51.91'  
N89°45'36"W

S89°00'28"E

124

126



06/26/2019

EXHIBIT "B"  
GREENE COUNTY, MO



**GRE**  
GREAT RIVER  
ENGINEERS  
2025 S. IRON MIL. SPRINGFIELD, MO 65804  
PHONE: (417) 885-7774 FAX: (417) 885-7821  
www.gre-engineers.com

Measured & Placed Certificate of Accuracy Number:  
Engineering: 2000-10646, Survey: 200101472, Landmark: 20180118-12673

GRE NO. 3492

**APPRAISAL REVIEW AND APPROVAL OF JUST COMPENSATION**

A. Owners of Record: Richard and Jenny Winders

B. Appraised Compensation: \$ 245.00 by: Rick J. Muenks, MAI & Seth Johnson, MAI

C. Approved Compensation: \$ 245.00  Staff  Fee

D. Distribution of Compensation:

1. Amount of Line C payable to fee holder: \$ 245.00

a. Payment for land: \$ 245.00

b. Item, contributory value and salvage value of improvements within right of way and/or easement areas:

<u>Item</u>	<u>Salvage Value</u>	<u>Contributory Value</u>	
_____	\$ _____	\$ _____	
_____	\$ _____	\$ _____	
_____	\$ _____	\$ _____	
			<u>\$ 0.00</u>

c. Total Land and Improvements: \$ 0.00

d. Damages to Remainder including permanent and temporary easements but excluding losses to tenant owned improvements:

Temporary Easements	Acre	_____	\$ <u>0.00</u>
Permanent Easements	Acre	_____	\$ <u>0.00</u>
Other Damages			\$ <u>0.00</u>
Total Damages to the Remainder			<u>\$ 0.00</u>

e. Total Value or Compensation to Fee holder: \$ 245.00

2. Amount of Line C. attributable to value of, or losses to tenant owned buildings, structures or improvements

<u>Item/Owner</u>	<u>Contributory Value</u>	<u>Damage</u>	<u>Leasehold Value</u>	<u>Salvage Value</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
Total money due someone other than fee holder				<u>\$ 0.00</u>

E. Value of entirety for purpose of prorating realty taxes \$ 245.00

1. Value of fee interest \$ 245.00  
 2. Value of tenant interest \$ 0.00

F. Value of Uneconomic Remnant(s) \$ 0.00

County: Greene  
 Route: Kansas Expressway Extension  
 Job No: \_\_\_\_\_  
 Parcel No. Tract 7 - Richard and Jenny Winders

- G. That portion of Line C. attributable to Capital Improvements Acquisition: \$ 0.00
- H. That portion of Line C. attributable to Mitigation Land: \$ 0.00
- I. Value of Realty Assets or Realty Rights: \$ \_\_\_\_\_
- J. Comments and comparison with previously submitted appraisals:

Appraisal approved as submitted

Appraisal approved subject to the following comments:

The reviewer certifies that, to the best of the reviewer's knowledge and belief: the facts and data reported by the review appraiser and used in the review process are true and correct; the analysis, opinions and conclusions in this review report are limited only by the standardized set of Assumptions and Limiting Conditions utilized by the appraiser, Form 236.6.3.1.A, unless additional contingent and limiting conditions are stated herein, and are the reviewer's personal, unbiased professional analyses, opinions and conclusion; the reviewer has no direct or indirect present or contemplated future personal interest in the subject realty, or in any benefit from its acquisition; and the reviewer has no personal interest or bias with respect to the parties involved; the reviewer's compensation is not contingent on an action or event resulting from the analyses, opinions or conclusions in, or the use of, this review report; the reviewer's analyses, opinions and conclusions were developed and this review report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice; the reviewer has field inspected the subject realty, as well as the comparable sales and /or leases considered by the appraisers, unless otherwise indicated in the comments section; the reviewer's determinations have been reached independently; the reviewer has disregarded any increase or decrease in the fair market value of this property prior to the date of valuation caused by the public improvement for which the property is acquired, or by the likelihood that the property would be acquired for such improvement, other than any loss in value due to physical deterioration within the reasonable control of the owners; the amount of approved compensation includes all compensable items as authorized by State and Federal laws. The reviewer is aware that the appraisal and review report may be made available to the owner of the subject property of the appraisal.

- I am a government staff review appraiser with the authority to determine the amount to be offered as Just Compensation.
- I am a contract review appraiser with the duty of recommending Just Compensation to a governmental authority.

Signature Eric Roberts Date 1/23/2021  
Eric Roberts

- I am a government agency official with the authority to determine the amount to be offered as Just Compensation.

Signature \_\_\_\_\_ Date \_\_\_\_\_





## ADDENDUM

This Addendum modifies each and every agreement (collectively, "*Agreement*") entered into between County of Greene ("*Authorized User*"), and the Missouri Housing Development Commission ("*MHDC*"), each a "*Party*" and collectively the "*Parties*". By executing this Addendum, Authorized User and MHDC acknowledge and agree that this Addendum is incorporated into and made a part of the Agreement, the terms and provisions of which, except as expressly modified in this Addendum, are hereby affirmed and ratified by Authorized User and MHDC and remain in full force and effect.

## RECITALS

WHEREAS, the Consolidated Appropriations Act, 2021 ("*Act*") has authorized "Emergency Rental Assistance" to be provided to states and other approved jurisdictions ("*Grantees*") to administer for the benefit of households impacted directly or indirectly by the COVID-19 pandemic.

WHEREAS, MHDC will administer the Emergency Rental Assistance for the State of Missouri and related applicable jurisdictions approved as Grantees under the Act;

WHEREAS, MHDC has established the Missouri State Assistance for Housing Relief Program ("*SAFHR*") to administer the funds associated with Emergency Rental Assistance;

WHEREAS, the Act requires Grantees to implement policies and procedures to protect the information they collect in the administration of the Emergency Rental Assistance funding and to report certain information to federal agencies;

WHEREAS, MHDC has established SAFHR to administer and distribute Emergency Rental Assistance and as a Grantee is required to collect personal information about applicants to SAFHR ("*Applicants*") to satisfy its legal reporting requirements as a Grantee;

WHEREAS, the SAFHR Statement of Information Security Standards, incorporated fully herein by reference, is provided to all individual employees, independent contractors, or service providers engaged and authorized to work on SAFHR as a component of MHDC's SAFHR Information and Data Security Policy; and

WHEREAS, the SAFHR Statement of Information Security Standards are designed to comply with the requirements of the Act to protect Applicant information which may include but is not limited to such information as is provided by the Applicant as well as any landlord, utility company, accountant, or other party on behalf of such Applicant related to their application to obtain Emergency Rental Assistance.

NOW THEREFORE, for good and valuable consideration herein acknowledged by the Parties hereto:

- A. All Recitals are fully incorporated herein by reference.
- B. It is agreed between the parties to the Agreement and this Addendum that, notwithstanding anything to the contrary contained in the Agreement or in any other documents pertaining to the Agreement, MHDC and Authorized User shall comply with all privacy and data protection laws, rules and regulations applicable now and in the future to the information associated with SAFHR, including but not limited to the SAFHR Statement of Information Security Standards which the Parties acknowledge have been provided and reviewed, all associated Applicant information, and all information pertaining to MHDC's administration of SAFHR.
- C. Without limiting the generality of the preceding paragraph, Authorized User agrees that it will implement and maintain appropriate safeguards to protect all Applicant information and MHDC SAFHR information it receives pursuant to the Agreement and will not use or disclose such information to any other party, except as is reasonably necessary to fulfill the purposes for which such information was provided and as otherwise permitted or required by applicable law, and will not use or disclose such information in violation of MHDC's SAFHR privacy policy.
- D. The provisions contained in this Addendum shall survive the termination or expiration of the Agreement, by the expiration of time, by operation of law, or otherwise.

IN WITNESS HEREOF, and intending to be bound by the terms and conditions hereof, each of the parties has caused this Addendum to be executed by its duly authorized representative as of the respective dates set forth below.

**Authorized User:** County of Greene

By: Bob Dixon   
Its: Presiding Commissioner  
Date: April 1, 2021

**Company:** Missouri Housing Development Commission

By:   
Its: Deputy Director of Operations  
Date: 4/1/2021