

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

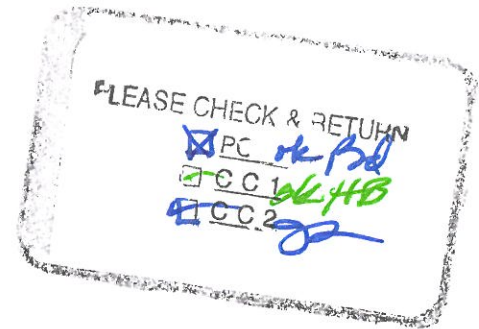
COUNTY COMMISSION

Greene County, Missouri

(417) 868-4112

Greene County Commission Commission Briefing Minutes

Tuesday, September 24, 2019
08:45 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Donna Barton, Jeff Scott, Tina Phillips, Mike Cagle, Melissa Denney, Tami Greene, Mailyn Jeffries, Amanda Corcoran, Kevin Barnes, Vanessa Branden, Major Royce Denny, Jeff Bassham, Dave O'Dell, Jason Wert and Katie Kull.

Informational Items:

Budget: Budget Officer Jeff Scott reminded Commission of the upcoming recommended budget for 2020 meeting that will take place on Friday September 26th. Deputy Budget Officer Tina Phillips gave an update on sewer accounts. Scott gave praise to Phillips for the progress she continues to make on the sewer accounts and collecting monies on delinquent accounts.

Human Resources: Director Mailyn Jeffries informed Commission that HR is currently working on the implementation of Executime. (new software for payroll) Jeffries and staff are also working on updating payroll procedures to an electronic system. Amanda Corcoran and Jeffries will be attending a resume workshop at MSU.

Donna Barton: Reminded the Commission of the upcoming Agriculture Tour for tomorrow and will have the annual report to the commission at the end of the week.

Items for Consideration and Action by the Commission:

(EX1) Monthly Transfers-Budget Office: Presented by Tina Phillips. Commissioner John Russell moved to approve the September transfer for future principal, interest and trustee payments on the indicated bonds. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

(EX2) Surplus Property-Purchasing Office: Presented by Melissa Denney. Commissioner Harold Bengsch moved to approve the surplus property requests. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

(EX3) Real Estate Agreement- Resource Management: Presented by Kevin Barnes. Commissioner John Russell moved to approve the real estate agreement for the property located at 2629 W. Roxbury, Springfield. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

(EX4) Order to Appoint Ex Officio-Resource Management: Presented by Kevin Barnes. Commissioner Harold Bengsch moved to approve the appointment of Kevin Barnes as Ex Officio for the above real estate purchase. Commissioner John Russell seconded the motion and it passed unanimously. . YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



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Clerk of the Commission

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County Administrator

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

Greene County Commission
Commission Briefing Agenda

Tuesday, September 24, 2019
08:45 AM
Historic Courthouse
Room 212
940 N Boonville

Informational Items

Budget
Human Resources
Chris Coulter
Donna Barton

Items for Consideration and Action by the Commission

Monthly Transfers-Budget Office
Surplus Property-Purchasing Office
Real Estate Agreement- Resource Management
Order to Appoint Ex Officio-Resource Management

Other:

exl



Bob Dixon
Presiding Commissioner

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County Administrator

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

September 24, 2019

Justin Hill
Greene County Treasurer

Cindy Stein
Greene County Auditor

Justin and Cindy;


Please transfer the following amounts for the month of September 2019 for future principal, interest and trustee payments on the indicated bonds.

FROM		
\$ (11,989.08)	101-96-49612	Other Funds Transfer: QECB 2011A
\$ (108,119.55)	101-96-49612	Other Funds Transfer: BAB 2010A/Recovery Bond 2010B
\$ (56,170.00)	204-96-49100	Transfer Other Funds: BAB 2010A (911)
\$ (51,773.02)	207-96-49100	Transfer from Other Funds: Dan Kinney Park Proj 2011B
\$ (483,077.08)	102-96-49100	Transfer from Other Funds: Series 2018
\$ (711,128.73)	Total	
TO		
\$ 711,128.73	301-96-49100	Transfers from Other Funds
\$ 711,128.73	Total	

Thank you. If you have any questions, please contact Jeff Scott at extension 1446.


Bob Dixon
Presiding Commissioner


Harold Bengsch
Commissioner District 1


John C. Russell
Commissioner District 2

072

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**


Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.


<u>Vehicle</u>		Acquired	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
GC ID#	Date	03/26/15	24,565.33	101-13-501-56611	14,329.78	6,500.00	COPART	Patrol	101-96-48193
Unit#	Mileage	142,974	Year	Make	Model				
101201			2012	Dodge	Charger				
					Yes	VIN# 2C3CDXAT9CH240090			
Disposal Restrictions					No				
Solicited other departments for need					Yes				
					No				
					X				
					X				
					X				


Notes and explanations: Need to check with Clarence at Highway, he said to contact him as he has the list of cars that either needs salvaged or auctioned due to condition of vehicle.

Per Clarence - this unit will be salvaged 9/16/19

Acquired from MSHP - vehicle cost 15,500 - equipment 9,065.33

Presiding Commissioner Approval:  Date Auditor Notified: _____

Commissioner, 1st District Approval:  Date Treasurer Notified: _____

Commissioner, 2nd District Approval: 

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

<u>Vehicle</u>	Acquired	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
GC ID# 0101202	Date 03/26/15	25,678.05	101-13-501-56611	14,978.85	6,700.00	COPART	Patrol	101-96-48193
Unit# 101202	Mileage 138,587	Year 2012	Make Dodge	Model Charger	VIN# 2C3CDXAT7TCH239973			
Disposal Restrictions				Yes	No			
Solicited other departments for need								

Notes and explanations: Need to check with Clearance at Highway, he said to contact him as he has the list of cars that either needs salvaged or auctioned due to condition of vehicle.

Per Clearance - this unit will be salvaged 9/16/19

Acquired from MSH - vehicle cost 15,500 - equipment 10,178.05

Presiding Commissioner Approval:

Commissioner, 1st District Approval:

Commissioner, 2nd District Approval:

Date Auditor Notified:

Date Treasurer Notified:

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0101207	03/26/15	21,424.33	101-13-501-56611	12,750.14	5,700.00	COPART	Patrol	101-96-48193
Unit# 101207	Mileage 164,125	Year 2012	Make Dodge	Model Charger	VIN# 2C3CDXAT1CH190723			
Disposal Restrictions Solicited other departments for need Yes No X X X								

Notes and explanations: Need to check with Clarence at Highway, he said to contact him as he has the list of cars that either needs salvaged or auctioned due to condition of vehicle.

Acquired from MSHP - vehicle cost 15,500 - equipment 5,924.33

Presiding Commissioner Approval:

Date Auditor Notified: _____

Commissioner, 1st District Approval:

Date Treasurer Notified: _____

Commissioner, 2nd District Approval:

[Handwritten signatures]

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0101210	03/26/15	24,565.33	101-13-501-56611	14,582.39	6,300.00	COPART	Patrol	101-96-48193
Unit# 101210	Mileage 143,699	Year 2012	Make Dodge	Model Charger	VIN# 2C3CDXAT2CH221087			
Disposal Restrictions Solicited other departments for need Yes No x x								

Notes and explanations: Need to check with Clarence at Highway, he said to contact him as he has the list of cars that either needs salvaged or auctioned due to condition of vehicle.

Acquired from MSHF - vehicle cost 15,500 - equipment 9,065.33

Presiding Commissioner Approval:

Date Auditor Notified: 09/13/19

Commissioner, 1st District Approval:

Angie Crews

Commissioner, 2nd District Approval:

Date Treasurer Notified:

[Signatures]

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Allocation	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0101208	03/26/15	19,924.33	98%	101-13-501-56611		6,600.00	COPART	Patrol	101-96-48193
		396.97	2%	216-31-204-56611					216-96-48196
		20,321.30							

Unit#	Mileage	Year	Make	Model	VIN#
101208	124,167	2012	Dodge	Charger	2C3CDXAT9CH240090
Disposal Restrictions					
Solicited other departments for need					
Yes					
No					
x					
x					
x					

Notes and explanations:

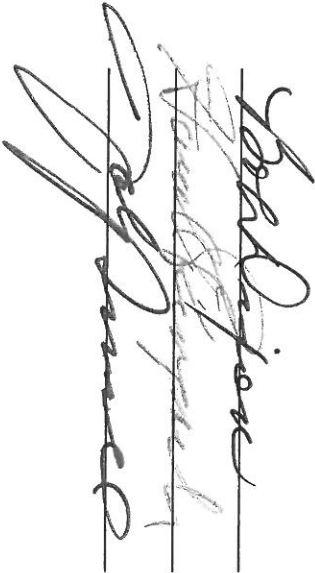
Need to check with Clarence at Highway, he said to contact him as he has the list of cars that either needs salvaged or auctioned due to condition of vehicle.

Acquired from MSHP - vehicle cost 15,500 - equipment 4,821.30

Presiding Commissioner Approval:

Commissioner, 1st District Approval:

Commissioner, 2nd District Approval:



Date Auditor Notified: 09/13/19

Angie Crews

Date Treasurer Notified:

**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34, 140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Vehicle

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0101217	03/26/15	25,948.15	101-13-501-56611	12,136.26	6,300.00	COPART	Patrol	101-96-48193
Unit# 101217	Mileage 149,636	Year 2012	Make Dodge	Model Charger	VIN# 2C3CDXAT8CH240100			
Disposal Restrictions								
Solicited other departments for need						<input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Notes and explanations: Need to check with Clarence at Highway, he said to contact him as he has the list of cars that either needs salvaged or auctioned due to condition of vehicle.

Acquired from MSHP - vehicle cost 15,500 - equipment 10,448.15

Presiding Commissioner Approval:

Commissioner, 1st District Approval:

Commissioner, 2nd District Approval:

[Handwritten signatures]

Date Auditor Notified: 09/13/19

Angie Crews

Date Treasurer Notified:




**VEHICLE
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 34.140 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

<u>Vehicle</u>		Acquired	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
GC ID#	Date								
0210318	09/22/09		5,450.00	244-31-202-56611	0.00	7,200.00	COPART	Patrol	244-96-48196
Unit#	Mileage	Year	Make	Model	VIN#				
011023	168,343	2004	Dodge	Durango	1D4HD48NX4F210318				
Disposal Restrictions		Yes	No						
Solicited other departments for need		<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>							

Notes and explanations: Auction - Vehicle is in running condition

Trade from Christian County

Presiding Commissioner Approval:		Date Auditor Notified:	09/13/19	Angie Crews
Commissioner, 1 st District Approval:		Date Treasurer Notified:		
Commissioner, 2 nd District Approval:				

ex3

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this 24th day of September, 2019 by and between **GREENE COUNTY, MISSOURI**, a county of first class without a charter form of government, (hereinafter "Seller") and **Anthony and Karen Rodebush**, husband and wife (hereinafter "Buyers").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located at 2629 W. Roxbury, Springfield, Greene County, Missouri; and

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and quit claim to the Buyers a parcel of real estate lying, situated and being in Greene County, State of Missouri, more particularly legally described as:

ALL OF THE EAST 54 FEET OF LOT EIGHTEEN (18) AND THE WEST 31 FEET OF LOT SEVENTEEN (17) IN THE AMENDED PLAT OF SPRINGDAY HILLS SECOND ADDITION, A REPLAT OF SPRINGDAY HILLS SECOND ADDITION, EXCEPTS LOTS NINETEEN AND TWENTY, ALL IN GREENE COUNTY, MISSOURI.

(hereinafter referred to as the "Property"); and

WHEREAS, the Seller agrees to sell and quit claim to Buyers 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 Buyers; and

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

1. **Purchase Price.** The Buyers agrees to pay the Seller the Sum of Thirty-Five Thousand One Hundred Ten Dollars and 02/100 Dollars (\$35,110.02) 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 Buyers 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. **Inspection/Review; Right to Decline Title.** The Buyers shall have the following rights to inspect the Property:

- A. **Buyers Review/Inspection and Termination Right:** Buyers shall have thirty (30) days from effective date of this Agreement ("Buyers' 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 Buyers 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. Buyers shall take all the EPA required precautions while conducting the environmental inspections.

If during the Inspection Period Buyers are not satisfied with the results of any tests, studies or inspections, then Buyers, 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 Buyers' Inspection Period. Buyers' action to decline taking title to the Property under this paragraph shall render this agreement null and void. If Buyers fails to provide the written notice provided for herein before expiration of Buyers' Inspection Period, then the right of Buyers to decline taking title to the Property pursuant to this paragraph shall be deemed waived.

- B. **Access to Property.** Buyers shall have the right to access the Property during Buyers' 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 Buyers 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. Buyers 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 Buyers' entry and conduct of tests at the Property. Further, Buyers shall be obligated to repair within the reasonable time specified in writing by the Seller to Buyers any damage caused to the Property during said investigation, unless the Seller excuses the same in writing.

4. Conveyance. Conveyance of the Property to Buyers 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 Buyers 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 Buyers determine that the requirements for obtaining fee title are unsatisfactory, the Buyers 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 Buyers 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 Buyers, which said consent may be withheld by Buyers at its sole discretion. Subject to the provisions of this paragraph, Seller shall hold harmless and indemnify Buyers 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 Buyers 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.

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 _____, 2019, 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 Buyers. At closing, Seller shall deliver to Buyers at the offices of the title company a properly executed Ex-Officio Quit Claim Deed conveying the Property. The Buyers shall deliver to Seller at the office of the title company the purchase price of \$35,110.02, as provided in paragraph 1, minus the Earnest Money of \$1,756.00. Buyers shall be entitled to possession of the Property immediately after closing. The Buyers and Seller shall each pay one-half (1/2) of the closing costs. The Buyers shall be responsible for payment of the premium on any title

insurance policy it receives and the recording fees of the Ex-Officio Quit Claim Deed and County Commission Order.

7. **Remedies Upon Default.** The Seller or the Buyers 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 Buyers, 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 Buyers 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 Anthony and Karen Rodebush are addressed to: 2524 W. Baird Rd., Nixa, MO 65714.

C. It 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: jhousley@lowtherjohnson.com.

10. **Headings.** 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. **Severability.** 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. **No Assignments.** The Buyers 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 Buyers.

13. **Survival of Provisions.** To the extent necessary to carry out the intent of the Contract, the provisions herein shall survive the closing/settlement of this transaction.

14. **Time is of the Essence.** 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. **Binding Effect.** 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:

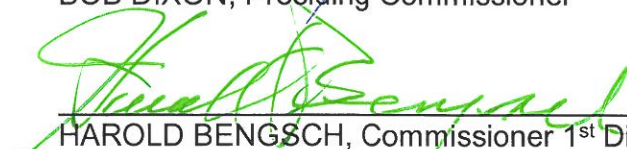
GREENE COUNTY, MISSOURI

DATED: _____



BOB DIXON, Presiding Commissioner

DATED: 9-24-2019



HAROLD BENGSCH, Commissioner 1st District

DATED: _____



JOHN C. RUSSELL, Commissioner 2nd District

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

BUYERS:

ANTHONY AND KAREN RODEBUSH

DATED: _____

ANTHONY RODEBUSH

DATED: _____

KAREN RODEBUSH

exy

NO. 19-BCD

**ORDER OF THE
GREENE COUNTY COMMISSION
SPRINGFIELD, MISSOURI**

DATE ISSUED: September 24, 2019

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 Anthony and Karen Rodebush

WHEREAS, Greene County, Missouri has entered into a Real Estate Purchase and Sale Agreement (the "Agreement") dated _____, 2019 to sell and convey to ANTHONY AND KAREN RODEBUSH (hereinafter the "Buyers"), a certain parcel of real estate legally described as follows:

ALL OF THE EAST 54 FEET OF LOT EIGHTEEN (18) AND THE WEST 31 FEET OF LOT SEVENTEEN (17) IN THE AMENDED PLAT OF SPRINGDAY HILLS SECOND ADDITION, A REPLAT OF SPRINGDAY HILLS SECOND ADDITION, EXCEPTS LOTS NINETEEN AND TWENTY, ALL IN GREENE COUNTY, MISSOURI.

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 THIRTY-FIVE THOUSAND ONE HUNDRED TEN DOLLARS and 02/100 DOLLARS (\$35,110.02), 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 a 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 a 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 24 day of September, 2019, at 9:10 o'clock 4.m.

GREENE COUNTY COMMISSION


Bob Dixon

Presiding Commissioner

YES X NO _____

Dated: 09/24/2019


Harold Bengsch

Commissioner 1st District

YES X NO _____

Dated: 9-24-2019


John C. Russell

Commissioner 2nd District

YES X NO _____

Dated: 9/24/2019

ATTEST:

Shane Schoeller
Greene County Clerk