

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

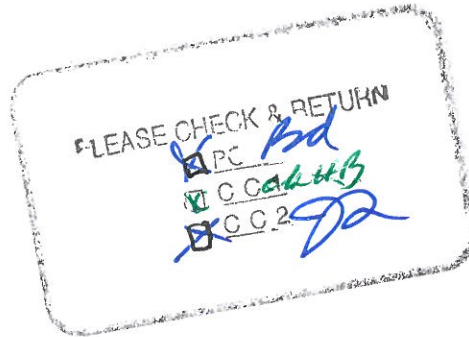
Greene County, Missouri

(417) 868-4112

Greene County Commission Commission Briefing Minutes

Tuesday, December 17, 2019

08:45 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees: Bob Dixon, Harold Bengsch (arrived 9:20 am), John Russell, Chris Coulter, Megan Applegate, Donna Barton, Dan Patterson, Lara Fors, Tom Barr, Cindy Stein, Sheriff Jim Arnott, Major Royce Denny, Jeff Bassham, Adam Humphries, Melissa Denney, Franz Williams, Tina Phillips, Brandy Harris and Stephanie Anderson.

Informational Items

Budget: Deputy Budget Officer Tina Phillips informed Commission that the budget office is currently finalizing budget numbers and preparing the budget book for print.

Chris Coulter: informed Commission of an approved judicial foreclosure for a lot in Jamestown by Judge Brown that will go to a sheriff sale.

Donna Barton: working on finalizing the legislative agenda. Barton is also working on the Rotunda for January.

Items for Consideration and Action by the Commission

(EX1) Cooperative Agreement w/ Missouri Family Support Division, Prosecuting Attorney. Commissioner John Russell moved to approve Presiding Commissioner Bob Dixon to sign the cooperative agreement with Missouri family support division. Commissioner Bob Dixon second the motion and it passed unanimously. YES: Dixon and Russell. No: none. Abstain: none. Absent: Bengsch.

(EX2) Warranty Deed, Highway Dept. Commissioner John Russell moved to approve the warranty deed as presented and leave the vote open for Commissioner Bengsch. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Russell, Bengsch voted YES at 9:35 on 12/17/2019. No: none. Abstain: none Absent: none.

(EX3) Real Estate Purchase Agreement, Highway Dept. Commissioner John Russell moved to approve the real estate purchase agreement as presented and leave the vote open for Commissioner Bengsch. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Russell, Bengsch voted YES at 9:35 on 12/17/2019. No: none. Abstain: none Absent: none.

(EX4) Support Letter-Federal Lands Access Program for Roundabout at Route ZZ and Farm Road 182, Highway Dept. Commissioner John Russell moved to approve the support letter for federal lands access program for a roundabout at route zz and farm road 182 and leave the vote open for Commissioner Bengsch. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Russell, Bengsch voted YES at 9:36 on 12/17/2019. No: none. Abstain: none Absent: none

Commissioner Harold Bengsch arrived to the meeting at approximately 9:20 am.

(EX5) Support Letter-Boys and Girls Club, Boys and Girls Club. Brandy Harris CEO of Boys and Girls Club explained what the organization would do if awarded the grant funds. Commissioner Harold Bengsch moved to approve the support letter for boys and girls club. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. No: none. Abstain: none. Absent: none.

(EX6) Support Letter-I Pour Life, I Pour Life representative Stephanie Anderson with I Pour Life explained what the organization would do if awarded the grant funds. Commissioner Harold Bengsch moved to approve the support letter for I Pour Life. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. No: none. Abstain: none. Absent: none.

(EX7) Monthly Transfers, Budget Office. Commissioner John Russell moved to approve the monthly transfer amounts for the month of December 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. No: none. Abstain: none. Absent: none.

(EX8) Surplus Property Sale Request, Purchasing. Commissioner Harold Bengsch moved to approve the surplus property sale request. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. No: none. Abstain: none. Absent: none.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

Greene County Commission
REVISED Commission Briefing Agenda

Tuesday, December 17, 2019

08:45 AM
Historic Courthouse
Room 212
940 N Boonville

Informational Items

Budget
Chris Coulter
Donna Barton

Items for Consideration and Action by the Commission

Cooperative Agreement w/ Missouri Family Support Division, Prosecuting Attorney

Warranty Deed, Highway Dept.

Real Estate Purchase Agreement, Highway Dept.

Support Letter-Federal Lands Access Program for Roundabout at Route ZZ and Farm Road 182,
Highway Dept.

Monthly Transfers, Budget Office

Surplus Property Sale Request, Purchasing

Support Letter-Boys and Girls Club, Boys and Girls Club

Support Letter-I Pour Life, I Pour Life

Other:

REVISED 12/13/2019 @ 4:17 PM

ex1

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10220C035

Title: IV-D County Reimbursement Cooperative Agreement

Contract Period:

January 1, 2020 through December 31, 2022

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: **County of Greene**
Mailing Address: **1010 Boonville, Rm 2017**
City, State Zip: **Springfield, MO 65802**
State Vendor #: **44600050605**

County Level Designation: Level C

Multi-County Project Name (if applicable): Springfield

Contractor Contact Person Name and Title: Todd Myers, Chief APA, Greene County

Contact Person E-Mail Address: TMyers@greencountymo.gov

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The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 CFR 180) are not suspended or debarred by the federal government.

**In witness thereof, the parties below hereby execute this agreement.**

|                                                                     |                                                              |               |
|---------------------------------------------------------------------|--------------------------------------------------------------|---------------|
| _____<br>Authorized Signature for the Circuit Clerk                 | _____<br>Thomas R. Barr, Circuit Clerk<br>Name & Title       | _____<br>Date |
| _____<br>Authorized Signature for the Prosecuting Attorney          | _____<br>Dan Patterson, Prosecuting Attorney<br>Name & Title | _____<br>Date |
| _____<br>Authorized Signature for the County Commissioner/Executive | _____<br>Bob Dixon, Presiding Commissioner<br>Name & Title   | _____<br>Date |
| _____<br>Authorized Signature for the Department of Social Services | _____<br>Date                                                |               |



ex2



044911-19 18 Dec 2019 10:19:33AM



Book:2019  
Page:044911-19  
4 pages

REAL ESTATE DOCUMENT  
GREENE COUNTY, MISSOURI  
RECORDERS CERTIFICATION

*Cheryl D. Spaulding*  
RECORDER OF DEEDS

reclac

### WARRANTY DEED

THIS INDENTURE, Made on the 25<sup>th</sup> day of November A.D., 20 19  
by and between JON A. MOORE, AND CINDY MOORE, HUSBAND AND WIFE, hereinafter called Grantor,  
(whether singular or plural), and Greene County, State of Missouri Grantee, Mailing Address: Greene County  
Courthouse, Springfield, Missouri 65801 of the County of Greene, In the State of Missouri, Grantee.

WITNESSETH, that the said Grantor, In consideration of the sum of One Dollar (\$1.00)

to it paid by the said 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 lots, tracts or parcels of land lying, being and situated in the County of Greene and State of Missouri,  
to-wit:

(See Exhibit "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 party of  
the second part, and unto its heirs and assigns forever, the said Grantor hereby covenanting 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 said  
Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons

MAIL TO R&B

whomsoever, except as follows:

---

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: 12/17/2019

Bob Dixon  
Presiding Commissioner Bob Dixon

Harold Bengsch  
Commissioner 1st District, Harold Bengsch

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

Rick Artman  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

Jon A. Moore  
JON A. MOORE

Cindy Moore  
CINDY MOORE

STATE OF MISSOURI  
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF HUSBAND AND WIFE

On this 25<sup>th</sup> day of November, in the year 2019, before me, a Notary Public in and for said state, appeared Jon A. Moore and Cindy Moore, husband and wife, to me known to be the persons described in and who executed the foregoing document, and acknowledged that they executed the same as their free act and deed.

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.

Notary Public:

Kim M. Hicks

Print Name:

Kim M. Hicks

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

"Notary Seal"

EXHIBIT "A"

A PART OF THE GRANTOR'S LAND, IN THE EAST ONE-HALF OF LOT ONE (1) OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 23 WEST, GREENE COUNTY, MISSOURI, AND OWNED BY THE GRANTOR AS DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 2003 AT PAGE 040516-03 OF THE GREENE COUNTY RECORDER'S OFFICE, DESCRIBED FROM THE SURVEYED CONSTRUCTION CENTERLINE OF FARM ROAD 87 AS FOLLOWS:

THE SURVEYED CENTERLINE OF FARM ROAD 87, BEING IN THE WEST ONE-HALF OF LOT ONE (1) OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 23 WEST, IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING 60D NAIL AT THE SOUTHEAST CORNER OF SAID WEST ONE-HALF OF LOT ONE (1), THENCE NORTH 01 DEGREES 28 MINUTES 07 SECONDS EAST, ALONG THE EAST LINE OF SAID WEST ONE-HALF, A DISTANCE OF 418.98 FEET; THENCE NORTH 88 DEGREES 31 MINUTES 53 SECONDS WEST, A DISTANCE OF 7.60 FEET TO FARM ROAD 87 CENTERLINE STATION 10+00 FOR A POINT OF BEGINNING; THENCE NORTH 01 DEGREES 52 MINUTES 52 SECONDS EAST, A DISTANCE OF 383.48 FEET TO FARM ROAD 87 CENTERLINE STATION 13+83.48 FOR A TERMINUS; SAID TERMINUS LIES SOUTH 01 DEGREES 36 MINUTES 09 SECONDS WEST, A DISTANCE OF 2068.03 FEET FROM AN EXISTING STONE AT THE NORTHEAST CORNER OF THE WEST ONE-HALF OF LOT TWO (2) OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 5, TOWNSHIP 28 NORTH, RANGE 23 WEST. BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, CENTRAL ZONE.

PROPOSED RIGHT-OF-WAY:

BEGINNING AT A POINT 16.09 FEET RIGHT OF FARM ROAD 87 CONSTRUCTION CENTERLINE STATION 10+20.00, ON THE EXISTING EAST RIGHT OF WAY LINE OF FARM ROAD 87, THENCE ALONG SAID EAST RIGHT OF WAY LINE, DIRECTLY TO A POINT 15.82 FEET RIGHT OF STATION 13+30.00, THENCE DIRECTLY TO A POINT 43.46 FEET RIGHT OF STATION 12+00.00, THENCE DIRECTLY TO A POINT 43.28 FEET RIGHT OF STATION 11+10.00, THENCE DIRECTLY TO THE POINT OF BEGINNING.

CONTAINING 5,389 SQUARE FEET (0.124 ACRES) OF PROPOSED RIGHT-OF-WAY.

A TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 16.09 FEET RIGHT OF FARM ROAD 87 CONSTRUCTION CENTERLINE STATION 10+20.00, ON THE EXISTING EAST RIGHT OF WAY LINE OF FARM ROAD 87, THENCE DIRECTLY TO A POINT 43.28 FEET RIGHT OF STATION 11+10.00, THENCE DIRECTLY TO A POINT 43.46 FEET RIGHT OF STATION 12+00.00, THENCE DIRECTLY TO A POINT 15.82 FEET RIGHT OF STATION 13+30.00, ON THE EXISTING EAST RIGHT OF WAY LINE OF FARM ROAD 87, THENCE ALONG SAID RIGHT OF WAY LINE, DIRECTLY TO A POINT 15.65 FEET RIGHT OF STATION 13+54.81, THENCE DIRECTLY TO A POINT 48.47 FEET RIGHT OF STATION 12+05.00, THENCE DIRECTLY TO A POINT 63.47 FEET RIGHT OF STATION 12+05.00, THENCE DIRECTLY TO A POINT 63.39 FEET RIGHT OF STATION 11+65.00, THENCE DIRECTLY TO A POINT 48.39 FEET RIGHT OF STATION 11+65.00, THENCE DIRECTLY TO A POINT 48.27 FEET RIGHT OF STATION 11+09.26, THENCE DIRECTLY TO A POINT 16.05 FEET RIGHT OF STATION 10+02.59, ON SAID EAST RIGHT-OF-WAY LINE; THENCE DIRECTLY TO THE POINT OF BEGINNING.

CONTAINING 2,368 SQUARE FEET (0.054 ACRES) OF TEMPORARY CONSTRUCTION EASEMENT.

SAID TEMPORARY CONSTRUCTION EASEMENT TO EXPIRE UPON COMPLETION OF PROJECT.



*Peter W. Stevens*  
2/5/19

ex3

## REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between **ROBERT AND Z. BLANCHE WEBB REVOCABLE TRUST**, (hereinafter referred to as "Seller"), and **GREENE COUNTY, MISSOURI**, a political subdivision in the State of Missouri (hereinafter referred to as "Buyer") (the "Agreement").

**WITNESSETH:**

**WHEREAS**, ROBERT AND Z. BLANCHE WEBB REVOCABLE TRUST is the record owner of property recorded in Book 2123 Page 1766, Springfield, Missouri; said legal description being set forth in Exhibit "A" attached hereto; and

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

**WHEREAS**, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements relating to the sale and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to be paid by said Buyer.

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

1. Transfer of Real Estate - For the promises herein provided, Seller shall transfer and convey by General Warranty Deed to Buyer, Greene County, Missouri, and Buyer shall acquire from Seller, subject to the terms and conditions herein set forth, all of the Seller's right, title and interest in and to a parcel of real property, including all improvements thereon, which is located in Greene County, State of Missouri, legally described as: **SEE EXHIBIT "A" ATTACHED HERETO**, (hereinafter referred to as the "Premises"), free and clear of any and all liens and encumbrances.

2. Purchase Price and Payment. Subject to the contingencies set forth in Paragraph 3 of this Agreement, the Purchase Price to be paid for the aforementioned Premises shall be the sum of ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000.00), and Buyer hereby promises to pay Seller said sum as follows:

- (a) At the Closing of this property, following satisfaction of the conditions hereinafter set forth, the Purchase Price shall be paid by Buyer to Seller in cash or certified funds, less the proration's for any taxes for the year 2019 and prior years which are unpaid.

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



- (a) Title Commitment – Seller shall furnish a title insurance commitment issued by a title insurance company reasonably acceptable to Buyer (the “Title Company”) on the now current ALTA standard form “B” policy. The commitment shall certify Seller has good and merchantable fee simple title to the above-described Premises as of the date of Closing subject to the standard commitment exceptions. Said commitment shall be issued within fifteen (15) days before the date of Closing along with copies of all documents referred to as Exceptions therein. Buyer shall have ten (10) days after the receipt of the commitment and documents to review and make objections to title. If Buyer fails to make written objections to the title in a timely manner, Buyer shall be deemed to have waived its objections. Should Buyer deliver to Seller its written objections to title, Seller shall have until Closing to remove all such defects or objections or to provide assurances acceptable to Buyer that the same will be removed at or before Closing. In the event Seller is unable to assure or provide assurance with respect to any and all such defects or objections by Closing, Buyer may, at its option, extend the date for Closing an additional thirty (30) days, terminate this agreement, or waive its objections and proceed to Closing. Buyer shall have the right to obtain the commitment to insure title in the amount of the Purchase Price of the property from a title company. Buyer shall pay the expense of obtaining a title insurance commitment issued by a title insurance company and premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer shall have the right to inspect, conduct soil tests, core samples, engineering, structural and mechanical studies and investigate the Premises or topographic conditions, or the presence of hazardous substances on the Premises, all at Buyer’s own expense. An environmental assessment company, on Buyer’s behalf, may conduct a risk assessment concerning the property to determine the presence of any hazardous substances, including but not limited to asbestos, on or under the Premises, and supply Buyer with all environmental test results and risk assessment reports pertaining to all hazardous substances or any required remediation that may be necessary on the Premises or in the soil or ground water under the property. Seller shall give Buyer and its inspector’s reasonable access to the Premises to complete the required inspections and investigations. Buyer will repair the Premises to a condition reasonably similar to its conditions prior to its investigation. All inspections and environmental assessments of the Premises shall be conducted within thirty (30) days of the date of the execution of this agreement.

3. Leases.

- a. Seller represents and warrants to Buyer there are no leases in force with respect to the premises and such representation and warranty shall survive the closing date. Seller shall not execute any agreements relating to the premises after the parties’ execution of this Agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Seller shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or

other right of occupancy or the use of any portion of the premises other than the leasehold interest described in paragraphs (a) and (b) above.

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

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

6. Special Agreement: Except as expressly set forth herein, Seller has not made and does not hereby make any representations, warranties or other statements as to the condition of the premises. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement has been entered into with neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement. Buyer acknowledges that Buyer has been provided with the opportunity to inspect fully the property and investigate all matters relevant thereto, and with respect to the condition of the property, to rely solely upon the results of Buyer's own inspections and other information obtained or otherwise available to Buyer, rather than any information that may have been provided by Seller to Buyer.

7. Closing:

- (a) Closing shall occur within fifteen (15) days after the Buyer's receipt of the title report and environmental audit of the premises and provided the contingencies to closing delineated in Paragraph 3 of this Agreement have been satisfied or released by Buyer but no later than January 10, 2019. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Hogan Land Title in Springfield, Missouri, which is the title company insuring the property. Buyer shall deliver its check sufficient to pay Buyer's payment obligation of the balance of the purchase price, less the proration for the real estate taxes for the tax year 2019 or any prior years which are unpaid, and all other documents necessary to complete Closing.
- (b) Seller hereby waives any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Seller shall execute and deliver to Hogan Land Title, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Robert and Z. Blanche Webb Revocable Trust, conveying title to the Premises to Buyer, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description. Said Warranty Deed shall be delivered by Escrow Agent to Buyer for recording upon notification from Seller that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Seller will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. Seller further agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring title company in order for the owner's title insurance policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records.
- (e) The parties agree the taxes shall be prorated as of the date of Closing and Seller shall be responsible for the payment of its pro rate share of all property taxes accrued as of the date of Closing which shall be deducted from the Purchase Price.
- (f) All expenses associated with the completion and closing of this transaction shall be paid half by Seller and half by Buyer excluding the title commitment, which will be paid by Buyer. Recording fees shall be paid by Buyer.

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

required to, provide the defaulting party with a deadline for curing the default. In the event of such a default by either party hereto, the non-defaulting party shall have all rights granted under the laws of Missouri, in order to enforce non-defaulting party's rights, including specific performance, unless this Agreement is terminated, in which event neither party shall have any further obligations to the other. If legal action is brought arising out of such a default, the prevailing party shall be entitled to a reasonable attorney fee.

8. Broker's Commission. The Buyer and Seller separately warrant that neither have received the services of a real estate agent, and therefore, no real estate commission of any kind shall be due upon Closing of the property from Buyer or Seller.

9. Risk of Loss. The risk of loss or damage to the property prior to Closing by fire, other casualty, act of God, or any other event, shall be on Seller. If prior to Closing the property is damaged by such an occurrence, Seller assigns the claim and the proceeds of any insurance payments received by Seller from any applicable fire and extended coverage Seller has in effect on the Premises to the Buyer.

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

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

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

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

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

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

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

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

|                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SELLER:</b><br>ROBERT AND Z. BLANCHE WEBB<br>REVOCABLE TRUST<br>By: <u>Charles R. Webb</u><br>TRUSTEE, CHARLES R. WEBB<br>By: <u>Kathy A. Sissel</u><br>TRUSTEE, KATHY A. SISSEL<br>By: <u>John R. Webb</u><br>TRUSTEE, JOHN R. WEBB | <b>BUYER:</b><br>GREENE COUNTY, MISSOURI<br><u>Bob Dixon</u><br>BOB DIXON, Presiding Commissioner<br><u>Harold Bengsch</u><br>HAROLD BENGSCHE, Commissioner 1 <sup>st</sup> District<br><u>John Russell</u><br>JOHN RUSSELL, Commissioner 2 <sup>nd</sup> District<br><br>Attest:<br><br>_____<br>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



**EXHIBIT "A"**

ALL OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 30,  
TOWNSHIP 29, RANGE 20, LYING SOUTH OF STATE HIGHWAY "D" AND NORTH OF  
THE BURLINGTON NORTHERN RAILWAY, ALL IN GREENE COUNTY, MISSOURI.

ex4



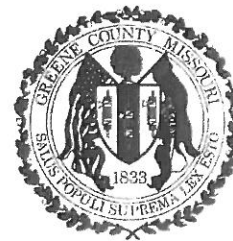
County of **GREENE** State of Missouri

GREENE COUNTY HIGHWAY DEPARTMENT

2065 N CLIFTON, SPRINGFIELD, MO 65803

FAX (417) 831-5216

(417) 831-3591



**BOB DIXON**

Presiding Commissioner

**HAROLD BENGSCHE**

Commissioner 1<sup>st</sup> District

**JOHN C. RUSSELL**

Commissioner 2<sup>nd</sup> District

**RICK ARTMAN**

Administrator

December 10, 2019

Mr. Frank Miller, AICP  
District Planning Manager, Southwest District  
Missouri Department of Transportation  
3025 East Kearney  
Springfield, Missouri 65803

RE: Route ZZ/FR 182 Intersection Safety Improvement

Dear Mr. Miller:

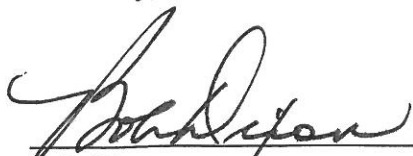
This letter, on behalf of the Greene County Commission, is in support of the MoDOT Federal Land Access Program (FLAP) application for the MO Route ZZ/Farm Road 182 Intersection Safety Improvement project. We believe this is a much-needed safety improvement not only for visitors to the Wilson's Creek National Battlefield Park, but for the Greene County residents that utilize this intersection on a daily basis.

Over the years, the safety of this intersection has been a concern due the ever increasing traffic numbers. The proposed improvements will help to ensure that the drivers using the intersection do so as safely as possible. The proximity of the Republic High School to the north increases the importance of making this intersection as safe as possible due to the number of new/inexperienced drivers using it daily.


The Ozarks Transportation Organization's "Regional Trail Investment Study" identified two planned trails that will intersect at this location (the Wilson's Creek Boulevard Trail and the Etheridge Trail). The proposed roundabout at Route ZZ and FR 182 will provide a safe area for pedestrians and cyclists to cross Route ZZ in order to enter the trail system into Wilson's Creek National Battlefield as well as to the City of Springfield and the City of Republic.

Again, the Greene County Commission offers its support of the FLAP application for safety improvements to the Route ZZ/FR 182 intersection.

Sincerely,

  
Bob Dixon  
Presiding Commissioner

  
Harold Bengsch  
Commissioner 1<sup>st</sup> District

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

ex5  
Bob Dixon  
Presiding Commissioner

Harold Bengsch  
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**

December 16, 2019

Missouri Department of Economic Development  
Youth Opportunities Program  
301 W. High St., Room 770  
Jefferson City, MO 65101

To Whom it May Concern,

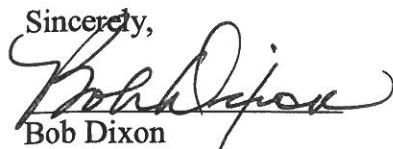
We want to convey our strong support for the Boys & Girls Clubs of Springfield Youth Opportunities Tax Credit application.

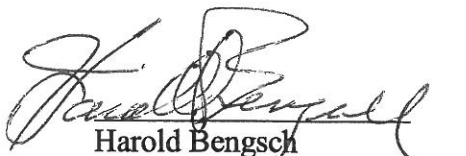
The Boys & Girls Clubs of Springfield is an outstanding organization that has embarked on another exciting project with Springfield Public Schools. They have the opportunity to strengthen their partnership with Springfield Public Schools and to build a Club, similar to the Sertoma Unit located inside Sherwood Elementary, at Williams Elementary School.


The building will have approximately 4,000 square foot dedicated Club space and use shared school space, such as the gym, cafeteria, tech lab, library, restrooms, art room and other designated areas. The Club will be located in the underserved Tom Watkins neighborhood and will highlight programming in the following, more specific areas: environmental awareness and sustainability, ethical leadership and civic engagement, workforce development, healthy lifestyles that include opioid prevention through programs such as Opioid Smarts, and outdoor time. There are limited opportunities for children, especially in this area of town, to access experiences that expose them to these new opportunities and a safe place during before and after school time. The Boys & Girls Clubs of Springfield's expected outcome of this project is to insure services for 500 children a year with an average daily attendance of 200 Club members.

Please support the Boys & Girls Clubs of Springfield through YOP tax credits. Your investment in the agency is an investment in the lives of children's futures.

Sincerely,

  
Bob Dixon  
Presiding Commissioner

  
Harold Bengsch  
Commissioner District 1

  
John C. Russell  
Commissioner District 2

2X6  
Bob Dixon  
Presiding Commissioner

Harold Bengsch  
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**

I Pour Life  
1006 North Cedarbrook  
Springfield, MO 65802

2018 YOP Application  
Business & Community Finance  
Truman State Office Building  
P.O. Box 118  
301 West High Street, Room 770  
Jefferson City, MO 65101

To Whom It May Concern,

It is with great pleasure that we recommend Springfield-based non-profit, "I Pour Life" for the Missouri Department of Economic Development Youth Opportunities Program grant. I Pour Life coaches at-risk youth to self-sufficiency and independence from outside aid and government support through intensive, holistic coaching with a staff member of I Pour Life.

This developmental model is a much-needed resource in our local community and will undoubtedly continue to have a large impact on an underserved population. I Pour Life's unique approach will ultimately save money for Missouri taxpayers by empowering youth currently on support programs to get jobs, earn an income, and enroll in education. The impact has already been great through their previous year, and we look forward to what is to come through the program in 2020.

We give our highest recommendation for I Pour Life as a 2020 recipient of the YOP grant and we are honored to serve the community they work in. Please give the I Pour Life application your utmost consideration and approval.

Sincerely,

Bob Dixon  
Presiding Commissioner

Harold Bengsch  
Commissioner District 1

John C. Russell  
Commissioner District 2

ex7



Bob Dixon  
Presiding Commissioner

Harold Bengsch  
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

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

December 17, 2019

Justin Hill  
Greene County Treasurer


Cindy Stein  
Greene County Auditor

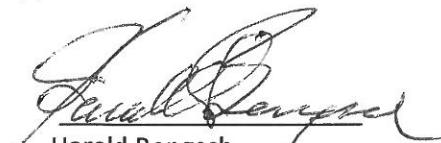
Justin and Cindy;


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

|                        | <b>FROM</b>  |                                                 |
|------------------------|--------------|-------------------------------------------------|
| \$ (11,989.08)         | 101-96-49612 | Other Funds Transfer: QECB 2011A                |
| \$ (108,119.55)        | 101-96-49612 | Other Funds Transfer: BAB 2010A/Recovery Bond   |
| \$ (56,170.00)         | 204-96-49100 | Transfer Other Funds: BAB 2010A (911)           |
| \$ (51,790.73)         | 207-96-49100 | Transfer from Other Funds: Dan Kinney Park Proj |
| \$ (483,077.08)        | 102-96-49100 | Transfer from Other Funds: Series 2018          |
| <u>\$ (711,146.44)</u> | <b>Total</b> |                                                 |
|                        | <b>TO</b>    |                                                 |
| \$ 711,146.44          | 301-96-49100 | Transfers from Other Funds                      |
| <u>\$ 711,146.44</u>   | <b>Total</b> |                                                 |

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



**Non-Vehicle  
GREENE COUNTY, MISSOURI  
SURPLUS PROPERTY SALE REQUEST**

Pursuant to Section 49.270 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.

**Surplus Items (non-vehicle)**

| GC ID# | Acquired Date | Cost     | Acquired Funds   | Book Value | Estimated Value | Source | Current Depart. | Apply revenue to acct# |
|--------|---------------|----------|------------------|------------|-----------------|--------|-----------------|------------------------|
| 34863  | 12/31/11      | 6,926.00 | 101-32-203-56611 | 360.73     | \$150           | Ricoh  | Jail Booking    | 101-96-48196           |




Description Ricoh Alticio MP6001SP Copier

| Disposal Restrictions                | Yes | No |
|--------------------------------------|-----|----|
| Solicited other departments for need |     | X  |

**Notes and explanations:** This copier is going down about once every 2 months, it sends us an error code and totally shuts down until a repair person can get here. It is in use 24/7 in our booking dept. and it is getting pretty old for that much use.

Serial # C10064158

Presiding Commissioner Approval:  
Commissioner, 1<sup>st</sup> District Approval:  
Commissioner, 2<sup>nd</sup> District Approval:

Date Auditor Notified: 12/12/2019 Angie Crews

Date Treasurer Notified:

ex8