

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

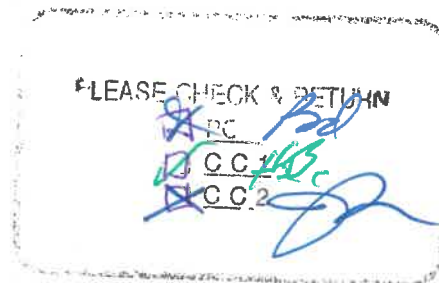
Christopher J. Coulter, AICP  
County Administrator

Megan Applegate  
Executive Assistant

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

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

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



**THIS MEETING WILL BE LIMITED TO NO MORE THAN 10 PEOPLE (THIS DOES NOT INCLUDE TELECONFERENCE PARTICIPANTS.) THIS IS DUE TO A COMMISSION ORDER NO. POL-20.3.17.**

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, Harold Bengsch, John Russell, Shane Schoeller, Chris Coulter, Megan Applegate, Patrick Morrow, Kevin Barnes, Tim Davis, Donna Barton, David Yancey and Dan Paterson.

**Teleconference Attendees:** Melissa Denney, : Doreen Hole, Devorah Leach, Terry Norwood, Mike Sindell, Crystal Richards, Franz Williams, Adam Humphries, Larry Woods, Jeff Basham, Cindy Stein, Cheryl Dawson-Spalding, Leah Betts, Rick Kessinger, Vanessa Brandon, Royce Denny, Phil Corcoran, Amanda Corcoran, Jeff Scott, Tina Phillips, David Johnson, Jim Arnott, Andrea Stewart and Jason Wert.

**Informational Items**

**Resource Management-Kevin Barnes:**

- Temp jail project update.
- Jail project update.

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

**EX1)** Ex-Officio Order, Resource Management: Commissioner Harold Bengsch moved to approve the ex officio order appointing Kevin Barnes. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.



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*

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

**Greene County Commission**  
**REVISED Commission Briefing Agenda**

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

**THIS MEETING WILL BE LIMITED TO NO MORE THAN 10 PEOPLE (THIS DOES NOT INCLUDE TELECONFERENCE PARTICIPANTS.) THIS IS DUE TO A COMMISSION ORDER NO. POL-20.3.17.**

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Informational Items  
Resource Management

Items for Consideration and Action by the Commission  
Ex-Officio Order, Resource Management

Sales Agreement, Resource Management

Ex-Officio Jail Sanitary Easement, Resource Management

Discussion and Possible Vote to Rescind Resolution regarding MPR, Commission Office

Discussion and Possible Vote to Rescind 900,000 Insurance Premium Reserve Account. Commission Office

Discussion and Possible Vote Office Rescind Additional HSA Contribution Amount, Commission Office

Discussion and Possible Vote COVID-19 Recovery Court Order, Commission Office

**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)**

Other:

*REVISED 04/29/2020 @ 9:01 am*

**(EX2) Sales Agreement, Resource Management:** Commissioner John Russell moved to approve the sales agreement for a property located at Farm Road 223 and 170. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EX3) Ex-Officio Jail Sanitary Sewer Easement, Resource Management:** Commissioner Harold Bengsch moved to approve Chris Coulter as the ex officio for the jail sanitary sewer easement. Commissioner John Russell seconded the motion in the past unanimously. Yes: Dixon, Bengsch and Russell.

**Discussion and Possible Vote to Rescind Resolution regarding MPR, Commission Office:** Commissioner John Russell moved to rescind the resolution previously signed by Commission to withdraw from MPR. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**Discussion and Possible Vote to Rescind 900,000 Insurance Premium Reserve Account, Commission Office:** Commissioner Harold Bengsch moved to rescind the insurance premium reserve account that the commission previously voted on. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**Discussion and Possible Vote Office Rescind Additional HSA Contribution Amount, Commission Office:** Commissioner John Russell moved to rescind the additional HSA contribution amount previously voted on by the Commission. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EXT) Discussion and Possible Vote COVID-19 Recovery Court Order, Commission Office:**

Commissioner John Russell moved to amend the length of the order from 30 days to 21 days and to include the effective date of May 4 at 12:01 AM. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Commissioner Russell discussed edits to Exhibit A. Discussion ensued.

Commissioner John Russell moved to amend Exhibit A as discussed. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Commissioner John Russell moved to approve the addition of state statute RSMo Chapter 198 Section 192.300 to be included in the order. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Commissioner Harold Bengsch moved to adopt the order and amendments. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**Other:**

*With no other business the meeting was adjourned.*



ex1 .

NO. MIS-20.4.30

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

**DATE ISSUED:** April 30, 2020

**SUBJECT:** Appointment of Ex-Officio Commissioner for Greene County, Missouri, for the conveyance of an interest in certain real property in Greene County, Missouri to JAKE LOGAN ESTES and MOLLIE MCGINNIS ESTES

---

**WHEREAS**, Greene County, Missouri has entered into a Real Estate Purchase and Sale Agreement (the "Agreement") dated April 30, 2020 to sell and convey to JAKE LOGAN ESTES AND MOLLIE MCGINNIS ESTES (hereinafter the "Buyers"), a certain parcel of real estate legally described as follows:

ALL OF LOT ONE (1) OF THE REPLAT OF EASTBOROUGH ADDITION SUBDIVISION AND ALL OF LOT FORTY FOUR (44) IN EASTBOROUGH ADDITION, IN GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF. ALL IN GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

Parcel ID: 88-20-09-300-0644, and 88-20-09-300-057

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 TWO THOUSAND and NO/100 (\$2,000), a copy of which is attached hereto and marked **Exhibit "A"**; and

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

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

**NOW, THEREFORE**, in accordance with the terms of the above-described Real Estate Purchase and Sale Agreement, Greene County, Missouri shall convey to the



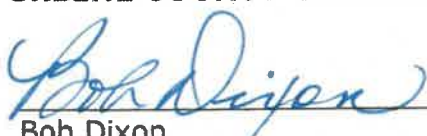
Buyers, Greene County's interest in the above-described parcel of real property by an Ex-Officio Quit Claim Deed executed by its Ex-Officio Commissioner, Kevin R. Barnes.

**IT IS HEREBY ORDERED:**

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

Done this 30 day of April, 2020, at 9:40 o'clock a.m.

**GREENE COUNTY COMMISSION**



Bob Dixon  
Presiding Commissioner  
YES X NO       

Dated: 04/30/2020



Harold Bengsch  
Commissioner 1<sup>st</sup> District  
YES X NO       

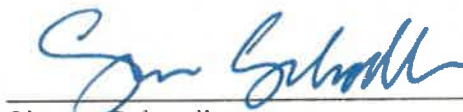
Dated: 4-30-2020



John C. Russell  
Commissioner 2<sup>nd</sup> District  
YES X NO       

Dated: 4/30/2020

**ATTEST:**



Shane Schoeller  
Greene County Clerk



EX2

**REAL ESTATE PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** made and entered into this 30<sup>th</sup> day of April, 2020  
by and between **GREENE COUNTY, MISSOURI**, a county of first class without a charter form  
of government, (hereinafter "Seller") and **JAKE LOGAN ESTES AND MOLLIE MCGINNIS  
ESTES**, a husband and wife, (hereinafter "Buyer").

**WITNESSETH:**

**WHEREAS**, Seller is the owner of certain real property located at 4176 S. Farm Road  
223, Springfield, Greene County, Missouri; and legally described as:

ALL OF LOT ONE (1) OF THE REPLAT OF EASTBOROUGH ADDITION  
SUBDIVISION AND ALL OF LOT FOURTY FOUR (44) IN EASTBOROUGH  
ADDITION, IN GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED  
PLAT THEREOF.

Parcel ID: 88-20-09-300-064, and 88-20-09-300-057

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

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

ALL OF LOT ONE (1) OF THE REPLAT OF EASTBOROUGH ADDITION  
SUBDIVISION AND ALL OF LOT FOURTY FOUR (44) IN EASTBOROUGH  
ADDITION, IN GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED  
PLAT THEREOF. ALL IN GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART  
THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

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

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

**WHEREAS**, the Buyer agrees to merge the Property into Buyer's existing parcel of real property by through the Subdivision platting process of Greene County and record said re-plat with the Greene County Recorder's Office within 30 days of closing as a condition of this sale.

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

1. **Purchase Price.** The Buyer agrees to pay the Seller the Sum of Two Thousand and No/100 Dollars (\$2,000.00) for the Property, payable in cash or by certified cashier's check upon final approval of the Agreement by the Greene County Commission (Seller) and delivery of the executed Ex-Officio Quit Claim Deed to the Buyer within the above specified forty-five (45) day period for completing this transaction. If the sale is not approved by the Seller and the transaction is not closed within this forty-five (45) day limit, the entire Agreement shall become null and void.

2. **Survey.** The Seller shall cause the Property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Buyer to create a new legal description for the combined tracts of real property as required by Paragraph 5(c) hereof.

3. **Inspection/Review; Right to Decline Title.** The Buyer shall have the following rights to inspect the Property:

A. **Buyer Review/Inspection and Termination Right:** Buyer shall have thirty (30) days from effective date of this Agreement ("Buyer's Inspection Period") to inspect and review the County Property, itself, and to conduct such environmental, soil, engineering, building component or other tests, studies and inspections, with respect to the Property as Buyer deems necessary, including asbestos and lead paint inspections of the Property buildings, considering that only an inspection performed by certified inspectors can confirm or deny the presence of asbestos and/or lead based paint. Buyer shall take all the EPA required precautions while conducting the environmental inspections.

If during the Inspection Period Buyer is not satisfied with the results of any tests, studies or inspections, then Buyer, in its sole and absolute

discretion, may choose to decline taking title to the Property by giving written notice to the Seller of such decision on or before the date of the expiration of Buyer's Inspection Period. Buyer's action to decline taking title to the Property under this paragraph shall render this agreement null and void. If Buyer fails to provide the written notice provided for herein before expiration of Buyer's Inspection Period, then the right of Buyer to decline taking title to the Property pursuant to this paragraph shall be deemed waived.

- B. Access to Property. Buyer shall have the right to access the Property during Buyer's Inspection Period for the purposes of conducting the inspections, tests and studies set forth in this paragraph. Access shall be limited to reasonable times and shall require prior notice, and Buyer shall take all the necessary EPA mandated precautions while conducting the tests and inspections and ensure it does not materially interfere with the County's business. The County shall not impede the investigation unreasonably. Buyer shall indemnify and hold the Seller harmless (which indemnity shall survive the Closing) from any loss, claim, liability or cost, including without limitation, damage to the Property, injury to persons, and claims of mechanic's or materialmen's liens, caused by Buyer's entry and conduct of tests at the Property. Further, Buyer shall be obligated to repair within the reasonable time specified in writing by the Seller to Buyer any damage caused to the Property during said investigation, unless the Seller excuses the same in writing.

4. Conveyance. Conveyance of the Property to Buyer will be by Ex-Officio Quit Claim Deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon Buyer to seek their own professional opinion as to the resulting state of the title. The Seller will provide a commitment for title insurance. If the Buyer determines that the requirements for obtaining fee title are unsatisfactory, the Buyer shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract.

5. Other Conditions and Consideration:

- A. The Seller represents and warrants to Buyer that there is no lease in force and such representation warranty shall survive the closing date. Seller shall not execute any agreements relating to the property after the parties' execution of this Agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Subject to the provisions of this paragraph, Seller shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

- B. The Seller represents and warrants to Buyer that there are no unpaid bills for improvements within twelve (12) months prior to the closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.
- C. Because there is no sanitary sewer available to the Property and the size of the Property is not suitable for building a single-family dwelling, Buyer represents and warrants to Seller that within thirty (30) days of closing it will apply to the Greene County Resource Management Department to merge and combine the Property being purchased herein with the contiguous tract of land currently owned by Buyer and create a new legal description for the combined tracts. The new legal description shall be recorded in the Greene County Recorder's Office as part of the re-plat. The re-plat shall show a drainage easement encompassing the potential flooding elevation contained below elevation 1354.5 and shall prohibit structures of any kind within the drainage easement. Seller agrees to pay all recording fees associated with the re-plat process.

6. **Closing and Possession.** The "Closing" shall be held at a mutually agreeable date and location at Meridian Title Company, however no later than the 1st day of May, 2020, upon full compliance by Seller of all the conditions and provisions of this Contract and the title company being obligated to deliver its title insurance policy to Buyer. At closing, Seller shall deliver to Buyer at the offices of the title company a properly executed Ex-Officio Quit Claim Deed conveying the Property. The Buyer shall deliver to Seller at the office of the title company the purchase price of \$2,000.00 as provided in paragraph 1 above. Buyer shall be entitled to possession of the Property immediately after closing. The Seller will pay all closing costs. The Buyer shall be responsible for payment of the premium on any title insurance policy it receives and the recording fees of the Ex-Officio Quit Claim Deed and County Commission Order.

7. **Remedies Upon Default.** The Seller or the Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for

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

8. **Provisions Not Merged with Deed.** No provision of this contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this contract.

9. **Notice.** All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to the Buyer and the County by one of three different means: Facsimile Transmission ("FAX"), if both parties have a FAX number, U.S. Postal Service Mails; hand delivering a copy of the same to the receiving party or notice may be given by any combination of the above methods.

- A. The date of notice shall be:
  - 1. The date upon which notice is hand delivered by the receiving party.
  - 2. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
  - 3. The third day following mailing of the notice, whichever occurs first.
- B. It shall be sufficient if notices to Buyer are addressed to: Jake Estes, 4134 S. Farm Road 223, Rogersville, Missouri 65742.
- 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, 20<sup>th</sup> Floor, Springfield, Missouri 65806, or emailed to: [jhousley@lowtherjohnson.com](mailto: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 Buyer may not assign this contract or any of its rights or obligations hereunder without prior written consent of the Seller. The Seller may not assign this contract or any rights or obligations hereunder without the prior written consent of Buyer.

13. **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: 04/30/2020

  
BOB DIXON, Presiding Commissioner

DATED: 9-30-2020

  
HAROLD BENGSCHE, Commissioner 1<sup>st</sup> District

DATED: 4-30-2020

  
JOHN C. RUSSELL, Commissioner 2<sup>nd</sup> 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:**

DATED: 4-20-2020

  
\_\_\_\_\_  
JAKE LOGAN ESTES

DATED: 4-20-2020

  
\_\_\_\_\_  
MOLLIE MCGINNIS ESTES

ex3

NO. ACR-20.4.30

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

**DATE ISSUED:** April 30, 2020

**SUBJECT:** Approval of Sanitary Sewer Easements to Springfield, Missouri for operation and maintenance of a sanitary sewer system on County owned property.

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**WHEREAS**, the City of Springfield has requested Greene County, Missouri to convey two permanent sanitary sewer easements in, under, over and through certain real property owned by Greene County for the construction, operation and maintenance of a sanitary sewer system being more specifically described in the attached documents.

The Greene County Commission, upon motion duly made by Commissioner Harold Bengsch, seconded by Commissioner John A. Russell, and concurred by Presiding Commission Bob Dixon, did unanimously agree that the Sanitary Sewer Easements between Greene County, Missouri and the City of Springfield, Missouri are hereby approved.

**IT IS ORDERED** that the Greene County Administrator, Chris Coulter, may execute Sanitary Sewer Easements in favor of the City of Springfield, Missouri on behalf of Greene County as its Ex-Officio Commissioner, and that said Sanitary Sewer Easements, copies of which are attached hereto, may be recorded in the Greene County Office of the Recorder of Deeds.

Done this 30<sup>th</sup> day of April, 2020, at 9:45 o'clock a.m.

**GREENE COUNTY COMMISSION**



Bob Dixon  
Presiding Commissioner

Dated: 04-30-2020



Harold Bengsch  
Commissioner 1st District

Dated: 4-30-2020



John C. Russell  
Commissioner 2nd District

Dated: 4/30/2020

ATTEST:



Shane Schoeller  
Greene County Clerk

ex4

ORDER NO. POL-20.4.30

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

DATE ISSUED: April 30, 2020

SUBJECT: **Amendment of Stay at Home Order POL-20.4.21**

**WHEREAS**, on March 13, 2020 the President of the United States declared the COVID-19 outbreak a national emergency; and

**WHEREAS**, on March 16, 2020 the County Commission passed an Order POL-20.3.16, prohibiting public gatherings of 50 or more persons with certain exceptions, and the County Commission subsequently entered an order on March 17, 2020 declaring a public health emergency to address the 2019 novel coronavirus (COVID-19) limiting public events to no more than 10 people; and,

**WHEREAS**, COVID-19 is highly contagious, and is spread through close contact between persons and respiratory transmission and poses a serious health risk for Greene County residents and visitors; and

**WHEREAS**, after consultation with City, County and State officials it was the Judgment of the Greene County Commission on March 24, 2020 that there reasonably appeared to exist a state of civil emergency which required a response by the Greene County Commission to protect human life from the continued spread of COVID-19, including a directive that the citizens of the County stay-at-home to limit social contact and the spread of COVID-19; and

**WHEREAS**, on April 3, 2020 the Director of the Missouri Department of Health and Senior Services ("DHSS") issued a statewide Stay at Home Order; and

**WHEREAS**, on April 6, 2020, the County Commission amended the prior Stay at Home Order to include provisions in the DHSS Order; and

**WHEREAS**, on April 21, 2020, it was the Judgment of the Greene County Commission to amend the prior State at Home Order to extend it to May 3, 2020 to be consistent with the DHSS Order; and

**WHEREAS**, on April 27, 2020, Governor Parson announced the first phase of the "Show-Me Strong Recovery" Plan, which will be effective May 4, 2020, and extend through May 31, 2020; and

**WHEREAS**, the first phase of the "Show-Me Strong Recovery" Plan allows citizens to begin to return economic and social activities if certain pre-cautions are taken; and

**WHEREAS**, the public health system now has the hospital resources, testing resources, and public health containment resources to begin the process of safely re-opening the local economy; and



**WHEREAS**, after consultation with City, County, and State officials, it is the Judgment of the Greene County Commission that there continues to reasonably appear to exist a State of civil emergency but that it would be prudent to permit additional limited activities; and

**WHEREAS**, pursuant to Section 192.300 RSMo. and CSR 20-20.050(3), the Greene County Commission is authorized to promulgate orders intended to enhance the public health and prevent the entrance of infectious, contagious, communicable, or dangerous diseases, such as COVID-19, into the County, including, among other things, a declaration that a state of emergency exists in Greene County, Missouri, and the exercise of all emergency powers not otherwise in conflict with any rules or regulations authorized by the Department of Health or the Department of Social Services under Chapter 198, RSMo

**NOW, THEREFORE**, on motion duly made and seconded, the question was called and Commissioner Bengsch voted "YES", Commissioner Russell voted "YES", and Presiding Commissioner Dixon voted "YES", to amend its prior Order No.: POL-20.4.21 declaring a state of emergency in the unincorporated areas of Greene County to modify the Stay-at Home Order, which required all non-essential activities, businesses, and operations to cease within the County except for the daily operations of the essential activities and businesses, to repeal Exhibit "A" and adopt a new Exhibit "A", which is attached hereto and incorporated herein by this reference to permit additional limited activities while simultaneously maintaining policies to control the spread of COVID-19, to protect the safety and welfare of citizens of Greene County, Missouri.

**IT IS FURTHER ORDERED** that this Order is hereby enacted effective 12:01am May 04, 2020 and shall continue for a period of twenty-one (21) days unless renewed or withdrawn.

This Order shall not apply within the city limits of any city or municipality within Greene County, Missouri whose Mayor has issued a similar proclamation, resolution, or ordinance addressing the same emergency situation.

**IT IS FURTHER ORDERED**, a copy of this Order shall be filed in the office of the Greene County Clerk before 5:00 p.m. this date and copies of said order shall be printed and available for distribution to the public in the Office of the County Clerk.

ADOPTED BY THE GREENE COUNTY COMMISSION this 30th day of April 2020 at 10:30 o'clock PM.M.

{Signatures on the following page}





**GREENE COUNTY, MISSOURI**

  
BOB DIXON, Presiding Commissioner      yes      04/30/2020  
Dated

  
HAROLD BENGSCHE, Commissioner  
1<sup>st</sup> District      yes      4-30-2020  
Dated

  
JOHN C. RUSSELL, Commissioner  
2<sup>nd</sup> District      YES      4/30/2020  
Dated


**ATTEST:**

County Clerk Certification

I certify that I am the County Clerk of Greene County, Missouri; that the foregoing document is a true, complete, and correct Order adopted by the Greene County Commission, Missouri on April 30, 2020, as the same appears in the official records of the County, and the Order has not been modified, amended, or repealed, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have executed the Certificate and affixed the seal of the County of Greene, Missouri this 30 day of April 2020.

**GREENE COUNTY CLERK:**

  
SHANE SCHOELLER  
Greene County Clerk



## **EXHIBIT A**

### **CIVIL EMERGENCY ORDER**

- I. Section One: Businesses and Other Operations May Continue or Resume Operations Subject to the Provisions of this Order
  - A. Subject to federal, state, and local laws, businesses and other operations in the County may continue or resume operations provided they comply with the provisions of this Order.
  - B. Centers for Disease Control ("CDC") social distancing requirements.
    1. All businesses shall carry out to the greatest degree possible CDC recommended social distancing and cleaning guidelines in all situations, including, but not limited to, when customers are standing in line or when individuals, including employees, are using shared indoor or outdoor spaces.
  - C. This Order shall not apply to government agencies.
  - D. Personal care services.
    1. In addition to the social distancing requirements set out in Section I.B.1., all businesses providing personal care services shall require employees to wear a mask while providing services for which physical distancing is not possible and shall require customers, to the extent possible while receiving the service, to wear a mask or other facial cover.
    2. Businesses providing personal care services shall limit the number of all persons, including but not limited to employees, vendors, and customers, in any particular business location at any one time to a maximum of:

The result of the total square feet of that part of the building devoted to the subject business divided by 30

      - a. Times twenty-five (25) percent for a business location with square footage of less than ten thousand square feet (10,000 ft<sup>2</sup>);
      - b. Times ten (10) percent for a business location with square footage of ten thousand square feet (10,000 ft<sup>2</sup>) or more.
  - E. All non-essential businesses as defined in this Order, except personal care services which shall comply with Section I.D.2., and any business engaged in retail sales to the public, including an Essential Business, shall limit the number of customers in any particular business or retail location at any one



time to a maximum of:

1. The result of the total square feet of that part of the building devoted to the subject business divided by 30
  - a. Times twenty-five (25) percent for a business or retail location with square footage of less than ten thousand square feet (10,000 ft<sup>2</sup>);  
  
Times ten (10) percent for a business or retail location with square footage of ten thousand square feet (10,000 ft<sup>2</sup>) or more.
- F. Swimming Pools shall remain closed until 12:01am on May 23, 2020
- G. Bars, nightclubs and brewery taprooms shall remain closed.
- H. Entertainment, movies, concerts and other live performances, dancing, arcades, gaming, bowling, billiards and pool, exhibitions, museums and playgrounds shall remain closed.
- I. Notwithstanding any other provision in this Order, no Essential Business or Non-essential Business may provide any business or non-business activity that enhances the risk of the spread of a communicable disease by bringing groups of people together to share the same space, indoors or outdoors, in close physical proximity for a period of time. Examples include but are not limited to:

Mass gatherings. A mass gathering is any private or public gathering for secular or non-secular purposes of 15 or more individuals in a location where physical interaction is possible, whether spontaneous or scheduled.

All restricted gatherings continue to include religious and faith-based activities, services and gatherings; and non-faith based activities and gatherings, including all school graduations, weddings, wakes, funerals, and related receptions and are otherwise not exempted from this Order.

Churches, synagogues, mosques, temples, and other similar religious facilities of any faith ("religious facilities") may conduct "drive-in" services, at which participants gather in their vehicles and participate in the service together by remote means provided that: (1) motor vehicles are parked in every other parking spot or at least nine feet apart, (2) participants do not interact physically with participants in other vehicles, (3) no one exits a vehicle at any time while at the service, (4) participants, clergy, and staff remain at least six feet apart from one another at all times, except participants that are



part of the same household, and (5) restrooms, if available, are closed except for emergencies;

## II. Section Two: Definitions and Exemptions

A. Definitions. For purposes of this Order, the following terms will have the meaning ascribed to them:

1. "Personal care services" include, but are not limited to, barbers, hairdressers, manicurists, estheticians, piercing technicians, tattoo artists, and massage therapists.
2. "Non-essential Business" means any for-profit, non-profit, or educational entity, regardless of its corporate or entity structure, that does not qualify as an "Essential Business" as defined in this Order.
3. "Essential Business" means any for-profit, non-profit, or educational entity, regardless of its corporate or entity structure, to the extent that a substantial element of its daily operations is included in the following activities:
  - a. Construction, including critical home and building repairs;
  - b. Healthcare and public health services and supply manufacturing and distribution, including mental health and home health services, blood and plasma donation and related activities, and pharmacies but not including gyms and fitness centers. This should be construed broadly to avoid any impacts to the delivery of healthcare;
  - c. Veterinary care and other healthcare services for animals, including boarding;
  - d. Food, shelter, and social services and other necessities of life for economically disadvantaged or otherwise needy individuals, such as those residing at shelters;
  - e. Mortuary services, including funeral homes, crematoriums, and cemetery workers, provided that 15 or fewer persons at a time shall be allowed into a funeral, visitation, or wake;
  - f. Home-based care for seniors, adults, or children;
  - g. Law enforcement, emergency management, public safety, first responder, emergency dispatch, and security;





- h. Hazardous materials handling and cleanup;
- i. Agriculture and food cultivation, including farming, livestock, and fishing;
- j. Grocery stores, food banks, convenience stores and other establishments engaged in the retail sale of household consumer products (such as cleaning and personal care products), provided that farmers' markets and produce stands may provide drive-thru or carry out services only. This includes stores that sell groceries and also sell other non-grocery products, and products necessary to maintain the safety, sanitation, and essential operation of residences and persons;
- k. Food and beverage carry-out, drive-thru, and delivery services; and pick-up or take-away food services provided by a school. Dine-in services except self-service buffets and counter seating provided that the maximum number of dine-in customers allowed in any particular location shall be limited to the result of the total square feet of that part of the building devoted to the subject business divided by 30 times twenty-five (25) percent and the limit shall apply only to customers dining in; and lawfully approved patio seating provided that the maximum number of customers allowed in any particular outdoor location shall be limited to the result of the total square feet of the outdoor dining area divided by 30 times twenty-five (25) percent.
- l. Energy, electricity, petroleum, natural and propane gas acquisition, production, generation, processing, storage, distribution, and retail distribution;
- m. Waste and wastewater maintenance and operation of infrastructure, including processing, treatment, conveyance, and distribution;
- n. Logistics and transportation of goods and people related to Essential Business activities or Essential Activities, including taxis and private transportation providers and businesses that ship or deliver foods, goods, or services directly to residences;
- o. Vehicle repair and maintenance facilities, including vehicle parts manufacturers and suppliers; and automobile and boat dealers;
- p. Public works support, inspection, and maintenance, including workers such as plumbers, electricians, and other service providers



whose services are necessary to maintain safety, sanitation, and essential operation of residences and buildings, Essential Activities, and Essential Businesses;

- q. Public infrastructure support and maintenance;
- r. Communications infrastructure support and maintenance, including storefronts that sell or repair communication devices and media services, including radio, television, and print;
- s. Information technology development, management, support, and security, including client service centers;
- t. Inspection services for construction functions of new facilities and/or maintenance of existing buildings;
- u. Hotels, motels, and bed and breakfasts, provided that the maximum number of customers allowed in any dine-in service area shall be limited to the result of the total square feet of the dining area divided by 30 times twenty-five (25) percent and no counter seating or self-service buffet shall be allowed;
- v. Critical manufacturing of materials, packaging, and products needed for medical supply chains, transportation, energy, communications, food and agriculture, chemical manufacturing, water and wastewater treatment, emergency services, and the defense industrial base;
- w. Legal and critical financial services, including banks, insurance, and property services, including supportive activities such as appraisals, title searches, and inspections;
- x. Lawn and landscaping services and grass, weed, and vegetation removal;
- y. Building supply stores;
- z. Laundromats, dry cleaners and laundry service providers;
- aa. Residential care facilities, including nursing homes and group homes;
- bb. Mailing and shipping services, including post office boxes;
- cc. Educational activities to support distance learning activities;



- dd. Childcare programs, including day camps which are primarily a childcare program provided they comply with the requirements in this subsection. Childcare programs must follow the social distancing provisions set out in Section I.B.1; must be carried out in stable groups, preferably with 10 or fewer ("stable" means that the same 10 or fewer children are in the same group each day); children must not change from one group to another; and if more than one group of children is cared for at one facility, each group must be in a separate room. Groups must not mix with each other; and childcare providers must remain solely with one group of children;
- ee. Direct support services necessary to ensure an essential business activity will not have to cease operation; and
- ff. Firearm repair. Further, pursuant to RSMo Section 44.101, this Order shall not be construed to prohibit or restrict the lawful possession, transfer, sale, transportation, storage, display, or use of firearms or ammunition during the declared state of emergency, subject to the provisions set forth herein.

III. Section Three: Public gatherings prohibited.

- A. The public gatherings prohibited by Special Ordinance 27293 are hereby amended to any planned or spontaneous event that could facilitate the spread of a communicable disease except events with 15 or fewer persons in attendance. Daily operations of a business shall not be considered a public gathering for purposes of this Order unless the business's activities include those activities described in Sections I.F, G., H., and I.; however, notwithstanding this provision, a business providing personal care services shall have a maximum occupancy as provided in Section I.D.2 and any other Non-essential Business or any business, including an Essential Business, offering retail sales to the public shall have a maximum occupancy as provided in Section I.E.

