

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

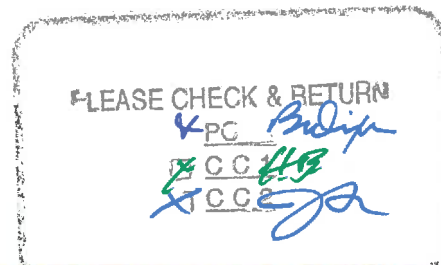
## COUNTY COMMISSION

### Greene County, Missouri

(417) 868-4112

#### Greene County Commission Commission Briefing Minutes

Tuesday, December 22, 2020  
8:45 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor



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/GCCCommissionOffice>. 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, Chris Coulter, Donna Barton, Aubrey Hardy and Lyle Foster.

**Teleconference Attendees:** Jeff Bassham, Mike Cagle, Tina Phillips, Justin Hill, Richard Kessinger, Phil Corcoran, Cindy Stein, Royce Denny, Jeff Avers and Mailyn Jefferies.

#### Informational Items

##### Budget-Tina Phillips

- Budget Signing Updates

##### Human Resources-Mailyn Jefferies

- Follow-up on various HR issues

##### Chris Coulter

- Upcoming meetings for Commission

##### Donna Barton

- Meeting updates
- Rotunda follow-up

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

##### (EX1) Discussion and Possible Vote: Warranty Deed for Farm Road 169 Bridge Replacement, Highway Department

- Commissioner Harold Bengsch made a motion to approve the Warranty Deed for Farm Road 169 Bridge Replacement. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

##### (EX2) Discussion and Possible Vote: Engagement Letter for the 2020 KPM Independent Audit, Auditor

- Commissioner John Russell made a motion to approve the Engagement Letter for the 2020 KPM Independent Audit. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

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)

**(EX3) Discussion and Possible Vote: CARES Indemnification Agreement for #872 MSU efactory, Auditor**

- Commissioner Harold Bengsch made a motion to approve the CARES Indemnification Agreement for #872 MSU efactory. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EX4) Discussion and Possible Vote: CARES Funds Allocation**

For motions please see attached exhibit.

**Discussion and Possible Vote: Commission Board Appointments (Update)**

- This was just an update. No document will be attached.

**Other:**

With no other business the meeting was adjourned.

**SMALL BUSINESS:**

**#496-Jason Davis Construction-\$2,840.00**

- Commissioner Harold Bengsch made a motion to approve application #496 Jason Davis Construction for \$2,840.00. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**#484-NexGen Technology-\$5,000.00**

- Commissioner Harold Bengsch made a motion to approve application #484 NexGen Technology for \$5,000.00 Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**#710-Glenn's Automotive, LLC-\$4,606.63**

- Commissioner Harold Bengsch made a motion to approve application #710 Glenn's Automotive, LLC for \$4,606.63. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**#564-Thomas, LLC (Event Complex) Concert Venue-\$5,000.00**

- Commissioner Harold Bengsch made a motion to approve application #564 Thomas, LLC (Event Complex) Concert Venue for \$5,000.00. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**#595-Maaco Collision Repair, LLC-\$10,000.00**

- Commissioner Harold Bengsch made a motion to approve application #595 Maaco Collision Repair, LLC for \$10,000.00. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**#1170-Marsey Properties-\$5,000.00**

- Commissioner Harold Bengsch made a motion to approve application #1170 Marsey Properties for \$5,000.00. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**SMALL BUSINESS SUBCOMMITTEE TOTAL: \$ 32,446.63**

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**  
**REVISED Commission Briefing Agenda**

**Tuesday, December 22, 2020**  
**8:45 AM**  
**Commission Conference Room**  
**1443 N. Robberson, 10<sup>th</sup> Floor**

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/GCCCommissionOffice>. 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

Informational Items

Budget  
Human Resources  
Prosecuting Attorney  
Chris Coulter  
Donna Barton

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Warranty Deed for Farm Road 169 Bridge Replacement, Highway Department

Discussion and Possible Vote: Engagement Letter for the 2020 KPM Independent Audit, Auditor

Discussion and Possible Vote: CARES Indemnification Agreement for #872 MSU efactory, Auditor

Discussion and Possible Vote: CARES Funds Allocation

Discussion and Possible Vote: Commission Board Appointments (Update)

Other:

REVISED 12/21/2020 @ 8:26 AM

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## WARRANTY DEED

THIS INDENTURE, made this 11<sup>th</sup> day of December, 2020 by and between MARK E. ECK and MARY L. ECK, husband and wife, of the County of Greene, State of Missouri, hereinafter called "Grantor," and GREENE COUNTY, STATE OF MISSOURI, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

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

(See Attachment "A")

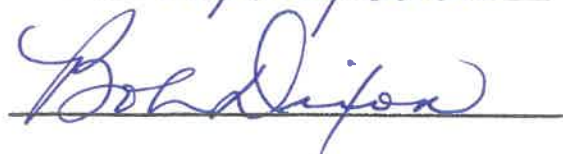
**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

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

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

ACCEPTED: Greene County Commission

DATE: 12/22/2020

A handwritten signature in blue ink, appearing to read "Bob Dixon", written over a horizontal line.

Bob Dixon, Presiding Commissioner

A handwritten signature in green ink, appearing to read "Harold Bengsch", written over a horizontal line.

Harold Bengsch, Commissioner District 1

A handwritten signature in blue ink, appearing to read "John C. Russell", written over a horizontal line.

John C. Russell, Commissioner District 2

A handwritten signature in blue ink, appearing to read "Rick Artman", written over a horizontal line.

Rick Artman, Administrator  
Greene County Highway Department

Grantor:

A handwritten signature in black ink, appearing to read "Mark E. Eck", written over a horizontal line.

Mark E. Eck

A handwritten signature in black ink, appearing to read "Mary L. Eck", written over a horizontal line.

Mary L. Eck



STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

PERSONAL ACKNOWLEDGMENT

On this 3rd day of December, in the year 2020, before me, a Notary Public in and for said state, personally appeared Mark E. Eck, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

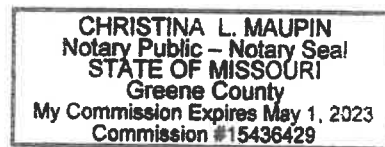
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield MO the day and year first above written.

Christina L. Maupin NOTARY PUBLIC

"Notary Seal"

Print Name: CHRISTINA L MAUPIN

My term of office expires: 5.1.2023



STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

PERSONAL ACKNOWLEDGMENT

On this 3rd day of December, in the year 2020, before me, a Notary Public in and for said state, personally appeared Mary L. Eck, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

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

Christina L. Maupin NOTARY PUBLIC

"Notary Seal"

Print Name: CHRISTINA L MAUPIN

My term of office expires: 5.1.2023



ATTACHMENT "A"

TRACT NO. 1

GRANTOR: MARK E. ECK AND MARY L. ECK (GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE, BOOK 2258, PAGE 822)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 169, BEING A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI, THE WIDTHS OF SAID PARCEL HEREINAFTER DESCRIBED FROM THE SURVEYED CENTER LINE OF FARM ROAD 169 FOR THE BRIDGE NUMBER 1690225 OVER FARMERS BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 169 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE CENTER CORNER OF SECTION 29, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE S01°33'04"W ALONG THE QUARTER SECTION LINE, 889.54 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 169 AT PROJECT CENTER LINE STATION 0+50 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE CONTINUING S01°33'04"W ALONG THE QUARTER SECTION LINE, 233.54 FEET TO CENTER LINE STATION 2+83.54 FOR THE POINT OF TERMINATION.

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

THE WIDTHS OF THE PARCEL OF LAND HEREIN CONVEYED ON THE LEFT OR EAST SIDE OF THE ABOVE-DESCRIBED CENTER LINE ARE AS FOLLOWS:

BEGINNING WITH A WIDTH OF 25 FEET AT PROJECT STATION 0+50, MAINTAINING A WIDTH OF 25 FEET TO STATION 1+25, WIDENING UNIFORMLY TO 40 FEET AT STATION 1+42.33, MAINTAINING A WIDTH OF 40 FEET TO STATION 1+87.86 AT THE SOUTHERLY LINE OF GRANTOR'S LAND AND THE NORTH BANK OF FARMERS BRANCH, NARROWING DIRECTLY ALONG THE SOUTHERLY LINE OF GRANTOR'S LAND TO 0.00 FEET AT STATION 1+61.14.

CONTAINING 738 SQUARE FEET (0.017 ACRE) OF NEW LAND FOR FARM ROAD 169.

Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 4030  
Date: June 4, 2019

Great River Engineering  
2826 S. Ingram Mill, Springfield, MO 65804 • 417-886-7171

Land Surveying Corporation Certificate of Authority #2001011476







TRACT NO	OWNER	MAILING ADDRESS	SOURCE OF TITLE	NEW RIGHT OF WAY (NO AREA)	TEMPORARY CONSTRUCTION EASEMENT (FCE) (AREA)
1	MURRY E ECKA MURRY, ECKA	1321 E. HILLVIEW AVE. CHICAGO, ILL. 60614	BOOK 1558, PAGE 825	738 SQ. FT. (8.817 ACRES)	2988 SQ. FT. (0.049 ACRES)
2	WMI CLAY MARKET & TRAIL MARKET MARKET	2209 S. HANNA AVE. CHICAGO, ILL. 60614	BOOK 3901, PAGE 3605-27	785 SQ. FT. (8.918 ACRES)	1188 SQ. FT. (0.027 ACRES)
3	THE CITY OF SPRINGFIELD	1000 N. WASHINGTON AVE. SPRINGFIELD, MO 65801	BOOK 2038, PAGE 1911-18	1412 SQ. FT. (0.033 ACRES)	3198 SQ. FT. (0.078 ACRES)

### **TEMPORARY CONSTRUCTION EASEMENT**

**THIS INDENTURE**, made this 11<sup>th</sup> day of December, 2020, by and between **Mark E. Eck and Mary L. Eck, husband and wife**, of the County of Greene, State of Missouri ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantee is 940 Boonville, Springfield, Missouri 65802.

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

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

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

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

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

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

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

ACCEPTED: Greene County Commission  
DATE: 12/22/2020



Bob Dixon, Presiding Commissioner



Harold Bengsch, Commissioner District 1



John C. Russell, Commissioner District 2



Rick Artman, Administrator  
Greene County Highway Department

Grantor:



Mark E. Eck



Mary L. Eck

STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

PERSONAL ACKNOWLEDGMENT

On this 3rd day of December, in the year 2020, before me, a Notary Public in and for said state, personally appeared Mark E. Eck, to me known to be the person who executed the foregoing instrument and acknowledged to me that he executed the same for the purposes therein stated.

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

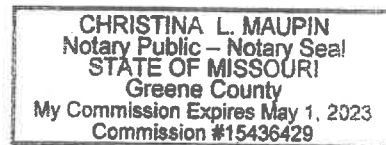
Christina L. Maupin

NOTARY PUBLIC

"Notary Seal"

Print Name: CHRISTINA L MAUPIN

My term of office expires: 5.1.2023



STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

PERSONAL ACKNOWLEDGMENT

On this 3rd day of December, in the year 2020 before me, a Notary Public in and for said state, personally appeared Mary L. Eck, to me known to be the person who executed the foregoing instrument and acknowledged to me that she executed the same for the purposes therein stated.

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

Christina L. Maupin

NOTARY PUBLIC

"Notary Seal"

Print Name: CHRISTINA L MAUPIN

My term of office expires: 5.1.2023



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TRACT NO. 1

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THE SURVEYED CENTER LINE OF FARM ROAD 169 IS DESCRIBED AS FOLLOWS:

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

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED ON THE LEFT OR EAST SIDE OF THE ABOVE-DESCRIBED CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25 FEET LEFT OF PROJECT CENTER LINE STATION 0+50, SAID POINT BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 169; THENCE SOUTHERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO A POINT 25 FEET LEFT OF CENTER LINE STATION 1+25; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTHEASTERLY TO A POINT 40 FEET LEFT OF CENTER LINE STATION 1+42.33; THENCE SOUTHERLY TO A POINT 40 FEET LEFT OF CENTER LINE STATION 1+87.86, SAID POINT BEING ON THE SOUTHERLY LINE OF GRANTOR'S LAND AND THE NORTH BANK OF FARMERS BRANCH; THENCE SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF GRANTOR'S LAND TO A POINT 55 FEET LEFT OF CENTER LINE STATION 1+97.87; THENCE LEAVING SAID SOUTHERLY LINE, NORTHERLY TO A POINT 55 FEET LEFT OF CENTER LINE STATION 1+36.74; THENCE NORTHWESTERLY TO A POINT 40 FEET LEFT OF CENTER LINE STATION 1+19.41; THENCE NORTHERLY TO A POINT 40 FEET LEFT OF CENTER LINE STATION 0+75; THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

CONTAINING 2,039 SQUARE FEET (0.047 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by: Great River Engineering for Greene County, Missouri  
Project No. 4030  
Date: June 4, 2019

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





December 18, 2020

Greene County Commission  
Greene County, Missouri  
940 N. Boonville Ave  
Springfield, MO 65802

We are pleased to confirm our understanding of the services we are to provide Greene County, Missouri for the year ended December 31, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Greene County, Missouri as of and for the year ended December 31, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Greene County, Missouri's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Greene County, Missouri's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension schedules and notes

We have also been engaged to report on supplementary information other than RSI that accompanies Greene County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining non-major fund schedules

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1445 E. Republic Road Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343  
500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403

Member of The Leading Edge Alliance



### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on -

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the County Commission of Greene County, Missouri. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

### **Audit Procedures-General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures-Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

#### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Greene County, Missouri's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Greene County, Missouri's major programs. The purpose of these procedures will be to express an opinion on Greene County, Missouri's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### **Other Services**

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes and the data collection form of Greene County, Missouri in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, Schedule of Expenditures of Federal Awards, and related notes and data collection form services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statement that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirement; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provision of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and to prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review in April 2021.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and that you have reviewed and approved the financial statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of KPM CPAs, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals, will be made available upon request and in a timely manner to the Federal Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of KPM CPAs, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Federal Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in April 2020, and to issue our reports no later than June 30, 2020. Andy Marmouget is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) and agree that our gross fee, including expenses, will be \$50,000 for the financial statement audit and \$10,000 for the federal compliance audit in accordance with Uniform Guidance. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.



In the event of a dispute related in any way to our services, our firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator's fees and expenses equally, but otherwise will bear our own attorneys' fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation to determine the prevailing party's identity for awarding attorneys' fees.

We have the right to withdraw from this engagement, in our discretion, if you do not provide us with any information we request in a timely manner, refuse to cooperate with our reasonable requests or misrepresent any facts. Our withdrawal will complete our engagement. You agree to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

We appreciate the opportunity to be of service to Greene County, Missouri and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

Respectfully

*KPM CPAs, PC*

KPM CPAs, PC

**Response**

This letter correctly sets forth the understanding of Greene County, Missouri.

Management Signature: *Bohannon*

Title: *Presiding Commissioner*

Date: *12/22/2020*



## Report on the Firm's System of Quality Control

May 31, 2018

To the Shareholders of KPM CPAs, PC & the Peer Review Committee of the Missouri Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of KPM CPAs, PC (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at <http://www.aicpa.org/prsummary>. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of KPM CPAs, PC in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. KPM CPAs, PC has received a peer review rating of pass.

A handwritten signature in blue ink that reads "Anders Minkler Huber &amp; Helms LLP".

**ANDERS MINKLER HUBER & HELM LLP**  
**Certified Public Accountants**

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is entered by and between Greene County, Missouri, a political subdivision ("County"), and the Board of Governors of Missouri State University, a Missouri public institution of higher education ("University"), and is effective as of this 22 day of December, 2020 ("Effective Date").

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security ("CARES") Act was enacted by the federal government in order to protect the American people from the public health and economic impacts of COVID-19 by providing direct economic assistance to qualifying workers, families, small businesses, and state and local governments;

WHEREAS, pursuant to Section 14.435 of SS SCS HCS HB 2014, twenty-five percent (25%) of the total CARES Act funds allocated to the State of Missouri have been remitted to Missouri counties for disbursement consistent with the underlying purposes and eligibility requirements of the CARES Act;

WHEREAS, the University applied for CARES Act funding from the County in relation to the University's eFactory program, which application was approved by the County, contingent upon the University's indemnification obligations as further set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. Sub-Award. On November 2, 2020, the County approved a federal pass-through award to the University in the amount of Three Hundred Thousand Dollars (\$300,000.00) for non-capital technology and physical distancing expenses ("Expenses") related to the operation of the University's eFactory program, provided that such expenses are incurred between March 1, 2020 and December 30, 2020 ("Sub-Award"). Such Sub-Award is contingent upon the University's indemnification obligation, as set forth in Section 3, below.
2. CARES Act Eligibility. Both parties have independently evaluated the University's underlying application for funding, and have each determined that the expenses upon which the Sub-Award is predicated are qualifying expenses that meet all eligibility requirements of the CARES Act.
3. University's Indemnification Obligation. In the event that the federal government determines that some or all of the the Expenses underlying the Sub-Award are ineligible for reimbursement under the CARES Act, the University shall be solely responsible for reimbursing the federal government for the ineligible amount of the Sub-Award, up to Three Hundred Thousand Dollars (\$300,000.00). The County shall have no reimbursement obligation with respect to the Sub-Award.
4. Entire Agreement. This Agreement constitutes the complete agreement between the parties related to the subject matter hereof. This Agreement supersedes any and all prior or

contemporaneous representations, negotiations, promises, covenants, or discussions, whether oral or written.

5. Amendment. No modifications to this Agreement shall be binding unless memorialized in a formal written amendment or addendum that is signed by the parties.

6. Applicable Law; Choice of Venue. This Agreement shall be construed according to the laws of the State of Missouri. Any legal action brought to enforce this Agreement shall be brought in the Circuit Court of Greene County, Missouri.

7. Severability. Each and every provision, section, subsection, paragraph, and clause shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.

8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.


9. Headings. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic or facsimile means shall be as effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the parties against whom enforcement is sought.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the last date indicated below.

**GREENE COUNTY, MISSOURI**

**BOARD OF GOVERNORS OF  
MISSOURI STATE UNIVERSITY**

  
Bob Dixon  
Greene County Presiding Commissioner

 12/22/2020  
Clifton M. Smart  
President