

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

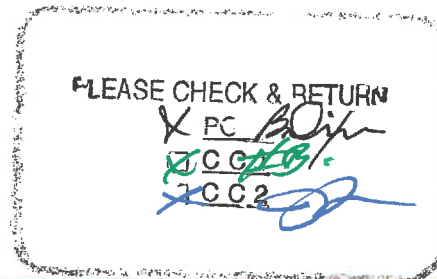
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

**Greene County Commission
Commission Briefing Minutes**

Friday, December 4, 2020
9:00 AM
Commission Conference Room
1443 N. Robberson, 10th 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/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, Chris Coulter, Donna Barton and Jim Arnott.

Teleconference Attendees: J.R. Webb, Megan Cunningham, Jeff Bassham, Kris Inman, Richard Kessinger, Justin Hill, Tina Phillips, Cindy Stein, Franz Williams, Royce Denny, Rick Artman, Debbie Allen and Jeff Avers.

Informational Items

E-911-Kris Inman

- Update on COVID issues
- Three new employee starting

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Approval of the Assessor's Quarterly Report

- Commissioner Harold Bengsch made a motion to accept the Assessor's Quarterly Report. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX2) Discussion and Possible Vote: Authorize the Presiding Commissioner to sign a Memorandum of Understanding between the State of Missouri, Greene County, and the Springfield-Greene County Health Department related to CARES funding

- Commissioner Harold Bengsch made a motion to approve the signing of a Memorandum of Understanding between the State of Missouri, Greene County, and the Springfield-Greene County Health Department related to CARES funding. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX3) Discussion and Possible Vote: Intergovernmental Cooperative Agreement Authorizing the Conveyance of Used Surplus Vehicles for Law Enforcement Purposes

- Commissioner Harold Bengsch made a motion to approve the Intergovernmental Cooperative Agreement Authorizing the Conveyance of Used Surplus Vehicles for Law Enforcement

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802

Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802

www.greenecountymo.gov

Purposes. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX4) Discussion and Possible Vote: An Order of Appointment for Chris Coulter as an Ex-Officio Commissioner for the conveyance and grant of Ex-Officio Deed Sanitary Sewer Easement, to the City of Springfield, Missouri

- Commissioner John Russell made a motion to approve the Order of Appointment for Chris Coulter as an Ex-Officio Commissioner for the conveyance and grant of Ex-Officio Deed Sanitary Sewer Easement, to the City of Springfield, Missouri. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Discussion and Possible Vote: Amend the 2020 Holiday Calendar for Greene County

- Commissioner Harold Bengsch made a motion to approve the amendment for the 2020 Holiday Calendar making December 24, 2020 an additional paid holiday. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

With no other business the meeting was adjourned.

Ex 1



MISSOURI STATE TAX COMMISSION QUARTERLY REIMBURSEMENT

CERTIFIED COPY OF ASSESSING SALARIES, COSTS AND EXPENSES

County - Greene		Calendar Quarter - July 2020 to September 2020	
COSTS			
<i>Complete Gray Highlighted Areas</i>			
NO. OF EMPLOYEES	SALARIES OF EMPLOYEES APPROVED IN ASSESSMENT MAINTENANCE PLAN		AMOUNT
A. 1	Assessor		\$19,155.24 A.
B. 25	Assessor's Staff		\$248,367.06 B.
C. 4	Other Salaries (part time employee, temp agency, etc.)		\$14,814.09 C.
D. 30	Employee Fringe Benefits, (FICA, Lagens, S.S., Health, Unemployment, Medicare, etc.)		\$94,905.04 D.
OTHER COSTS AND EXPENSES APPROVED IN ASSESSMENT MAINTENANCE PLAN			
1	Office Expenses and Non-Computer Related Equipment	Supplies, Forms, Manuals, Postage and Shipping Expense; Land Line and/or Cell Telephone Expense, Internet Service, Email Fees, Telecommunications; Purchase of Office and Field Equipment: Chairs, Measuring Tapes, Calculators, Camera/Disc/Film;	\$7,063.65 1
2	Mileage Expense Only	Number of Miles 6,137 @ \$0.370 County Mileage Rate	\$2,270.69 2
3	Education and Training	Meals, Registration, Association Dues, Lodging, etc. <i>Mileage for education is to be recorded on line 2.</i>	\$2,072.69 3
4	Computer:	Original Purchase or Annual Renewal Fee and Maintenance of Hardware and/or Software, Program Updates, Assessor's portion of IT Costs	\$4,832.68 4
5	Leased Equipment	Maintenance of Leased Equipment: Copiers, Postage Machine, Fax Machine, etc.	\$0.00 5
6	Contracts & Other Expenses:	Appraisal, Mapping, or Other Contract: Aerial Photography, GIS, Legal Fees, Utilities for Leased Assessor, Office Space, etc., Bond Fees, Uniforms, Advertising	\$20,299.45 6
Total Costs			\$413,780.79
CALCULATIONS			
1.	Maximum Amt Reimbursable	Parcel Rate up to 20,000 parcels \$3.00 Parcel Count up to 20,000 20,000	\$302,997.04 1
		Parcel Rate over 20,000 parcels \$2.42 Parcel Count over 20,000 100,412	
2.	Total Costs In Previous Periods (current fiscal year)	\$556,176.36	2
3.	Total Reimbursement in Previous Periods (current fiscal year)	\$278,088.18	3
4.	Total Costs This Period	\$413,780.79	4
5.	Total Costs to Date	\$969,957.15	5
6.	Maximum Reimbursement This Period	\$24,908.86	6
CERTIFICATION			
In accordance with Section 137.750 RSMo, we certify that the salaries, costs, and expenses listed herein were incurred during the Calendar quarter July 2020 to September 2020 for Greene County for the purpose of maintaining equalized assessed valuations under the assessment and equalization maintenance plan approved by the State Tax Commission of Missouri			
Signature of Assessor		Signature of County Presiding Comm / Chief Executive	Signature of Accounting Officer / County Clerk
In testimony whereof, I have hereunto set my hand and affixed the Seal of County at office in			
(SEAL)	Greene	County, Missouri, this the 28th day of October 20 20	
		County of Greene	State of Missouri
		Signature of Clerk of the County Commission	
I hereby certify that the above expenditures have been compared to the budget included in the assessment and equalization maintenance plan and that the expenditures claimed are in general and reasonable compliance with said approval plan.			
Signature of Commissioner, State Tax Commission of Missouri			
<input type="checkbox"/> Assessment Reimbursement monies have been exhausted; thus, no signature is required of the State Tax Commissioner.			
RETURN TO STATE OF MISSOURI, ASSESSMENT REIMBURSEMENT PROGRAM			
P.O. BOX 146, JEFFERSON CITY, MO 65102			

Mailed original 12/4/20 ja

Ex 2

**Memorandum of Understanding
Between
the State of Missouri
and
Greene County
and
Spfd-Greene County Health Dept**

Purpose:

This Memorandum of Understanding ("MOU") details the understanding between the State of Missouri ("the State"), Greene County ("the County"), and Spfd-Greene County Health Dept ("the LPHA") regarding the distribution of federal funds to the LPHA for necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). This agreement outlines the areas of responsibility the State, the County, and the LPHA each assume in relation to the LPHA receiving a grant from the County.

Responsibilities of the County:

1. From the allocation of funds from the Coronavirus Relief Fund as created in the Coronavirus Aid, Relief, and Economic Security (CARES) Act the County received from the State, the County shall give the LPHA a portion of those funds in an amount equal to the lesser of: the actual request of funds from the LPHA for necessary expenditures, or, 15% of the County's total distribution from the State.

Responsibilities of the LPHA:

1. The LPHA's uses of the funds provided by the County will be used only to cover those costs that-
 - a. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) ("necessary expenditures");
 - b. Were not accounted for in the budget most recently approved as of March 27, 2020, for the LPHA; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. Funds provided to the LPHA by the County pursuant to this MOU for necessary expenditures that were incurred during the period that begins on March 1, 2020, and ending on December 30, 2020, that are not expended by the LPHA on those necessary expenditures on or before March 31, 2021, must be returned to the State of Missouri on or before April 1, 2021.
3. Funds provided to the LPHA pursuant to this MOU must adhere to official federal guidance and FAQ documents issued, or to be issued, concerning what constitutes a necessary expenditure. Any funds expended by the LPHA in any manner that does not adhere to official federal guidance shall be returned to the State of Missouri.
4. The LPHA shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be produced to the State of Missouri, or the State's contractor, upon either's request.

5. Any funds provided pursuant to this MOU cannot be used as a revenue replacement for lower than expected tax or other revenue collections.
6. Funds received pursuant to this MOU cannot be used for expenditures for which the LPHA has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.
7. The LPHA shall in good faith use its best efforts to use the funds provided by the County for use on necessary expenditures incurred serving citizens living in the County.
8. The LPHA agrees to use funds received from the County pursuant to this MOU consistent with the foregoing requirements, or as specifically directed by the Missouri Department of Health and Senior Services (DHSS) – if any such direction is given.

Responsibilities of the State:

1. The Office of Administration will not seek reimbursement from the County for any funding the County provides to the LPHA pursuant to the terms of this MOU. The LPHA shall be liable to the State for any expenditure of funds received from the County that is inconsistent with federal guidance or FAQs concerning the use of the funds, unless such an expenditure was contained in a written directive from the Missouri DHSS to the LPHA.

Effective Date of Agreement:

This MOU will become effective as of the date of the signature of the last of the parties. Changes to this MOU may be made at any time by mutual written consent of all of the parties and shall be made by the parties to the extent necessitated by the issuance of new or revised federal guidelines or FAQs.

SIGNATURES:

I HEREBY STATE THAT I HAVE READ AND FULLY UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT:



State of Missouri
Sarah Steelman, Commissioner, Office of Administration
Date 12-14-20



State of Missouri
Scott Fitzpatrick, State Treasurer
Date 12/4/2020



Greene County
Bob Dixon, Presiding Commissioner
Date 12/4/2020

Spfd-Greene County Health Dept
Clay Goddard, Director 

Date 12/4/2020

DLH

12-04-2020

City of Springfield, Missouri
David Holtmann, Director of Finance

Date

Approved as to form:

RL

12/9/20

Rhonda Lewsader, City Attorney

Date

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT AUTHORIZING
THE CONVEYANCE OF USED SURPLUS VEHICLES FOR LAW
ENFORCEMENT PURPOSES**

THIS AGREEMENT is to facilitate cooperative action and services by and between the Sheriff of Greene County, Missouri, 1010 Boonville, Springfield, MO 65802 (GCSO) and the Sheriff of Christian County, Missouri, 110 W. Elm St., Rm 70, Ozark, MO 65721 (CCSO), each of which is referred to herein singularly as Party, and jointly as Parties, by authorizing the conveyance of used surplus vehicles for law enforcement purposes between each Party.

WHEREAS, Missouri sheriffs and their deputies, officers, and employees have patrol and other law enforcement duties, such as but not limited to the transportation of law enforcement officers, peace officers, detention officers, suspects, detainees, and convicts, and the performance of law enforcement duties necessarily entails the use of vehicles, including vehicles that are uniquely suited or specifically equipped for such law enforcement purposes; and

WHEREAS, budgets, funds, vehicle conditions, and law enforcement needs fluctuate over time, which changes may result in a Party possessing used vehicles which have become surplus as to the law enforcement functions they were acquired to perform; and

WHEREAS, it is anticipated that there may be occasions where it would be beneficial to convey such surplus vehicles, whether by sale or other transfer, rather than continue the expense of maintaining such vehicles; and

WHEREAS, it is anticipated that there may be occasions where a vehicle that is surplus as to one Party may still be able to perform law enforcement functions for the other Party; and

WHEREAS, intergovernmental cooperative actions are authorized by Missouri law, including but not limited to §70.220, RSMo. and §70.815, RSMo., and it is acknowledged that the conveyance of surplus vehicles between the Parties for law enforcement purposes may be mutually beneficial to the Parties and to the public which they serve; and

THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Parties may coordinate to apprise each other of surplus vehicles and arrange to inspect such surplus vehicles and associated maintenance records.
2. The Parties may in their discretion agree to convey to each other surplus vehicles for law enforcement purposes, subject to the following:
 - a) This Agreement regards the conveyance of vehicles between the Parties for law enforcement purposes, where such vehicles are surplus as to one Party but not the other Party, and where the conveyance may be beneficial to the Parties and the public.

- b) This Agreement shall not be construed to authorize acquiring or conveying any vehicle to or from any private person or entity, or for any non-law enforcement purposes.
 - c) The terms of any vehicle conveyance authorized by this Agreement shall be committed to writing and executed by the Parties, and may only be amended in writing.
 - d) Notwithstanding that the Parties may arrange to inspect vehicles, this Agreement only authorizes conveyance of vehicles in "as-is" condition.
 - e) This Agreement shall not be construed to authorize any sale where the amount due would exceed the funds available to the purchasing Party for the acquisition of vehicles.
 - f) In every sale authorized by this Agreement, the conveying Party shall provide payment instructions to the Party acquiring the surplus vehicle, and all proceeds from such sale shall be deposited in an account that provides the selling Party's operating expenses for law enforcement.
 - g) The terms of any vehicle conveyance authorized by this Agreement shall not include, result in, or give the appearance of, any elected or public official, or employee, of Greene County, Missouri or Christian County, Missouri, using their position for personal or private gain, or the gain of any of their respective immediate family members, or of preferential treatment to any person.
3. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, all of which are incorporated by reference herein, and shall not be construed to authorize any matter that would violate applicable law.
4. This Agreement shall be in effect for a term of one year from the date of this Agreement but may be terminated at any time by either Party with written notice to the other Party.
5. This Agreement shall be effective between the Parties hereto upon the signing of the last signature affixed to this document.
6. This Agreement shall be construed as having been drafted by the Parties, and in the event of any ambiguity, such shall not be construed against any Party as the drafter.
7. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws.
8. In the event of a dispute over this Agreement or any matter authorized by, related to, or arising out of this Agreement, venue shall be in Greene County, Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, the day and year set forth below.

**GREENE COUNTY
SHERIFF'S OFFICE**

**CHRISTIAN COUNTY
SHERIFF'S OFFICE**



Sheriff Jim Arnott

Sheriff Brad Cole

Date: 12-02-2020

Date: _____

Approved as to form:

Approved as to form:



Damon Phillips, Legal Counsel
Greene County Sheriff Office

John Housley, Legal Counsel
Christian County Sheriff Office

GREENE COUNTY COMMISSION

CHRISTIAN COUNTY COMMISSION



Bob Dixon, Presiding Commissioner

Ralph Phillips, Presiding Commissioner



Harold Bengsch
Associate Commissioner District

Hosea Bilyeu, Western Commissioner



John Russell
Associate Commissioner District #2

Mike Robertson, Eastern Commissioner

Date: 12/04/2020

Date: _____

ATTEST: I, Shane Schoeller, am the duly appointed and acting County Clerk of Greene County, Missouri, and in that capacity, do hereby attest on this 7th day of

December, 2020, that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.


Shane Schoeller, Greene County Clerk

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this 7th day of December 2020, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.


Cindy Stein, Greene County Auditor

ATTEST: I, Kay Brown, am the duly appointed and acting County Clerk of Christian County, Missouri, and in that capacity, do hereby attest on this _____ day of _____, 2020, that the above agreement was executed by Commissioners Ralph Phillips, Hosea Bilyeu and Mike Robertson, pursuant to a duly passed motion of the Christian County Commission approving the agreement.

Kay Brown, Christian County Clerk

ATTEST: I, Amy Dent, am the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2020, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Amy Dent, Christian County Auditor

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT AUTHORIZING
THE CONVEYANCE OF USED SURPLUS VEHICLES FOR LAW
ENFORCEMENT PURPOSES**

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WHEREAS, budgets, funds, vehicle conditions, and law enforcement needs fluctuate over time, which changes may result in a Party possessing used vehicles which have become surplus as to the law enforcement functions they were acquired to perform; and

WHEREAS, it is anticipated that there may be occasions where it would be beneficial to convey such surplus vehicles, whether by sale or other transfer, rather than continue the expense of maintaining such vehicles; and

WHEREAS, it is anticipated that there may be occasions where a vehicle that is surplus as to one Party may still be able to perform law enforcement functions for the other Party; and

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3. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, all of which are incorporated by reference herein, and shall not be construed to authorize any matter that would violate applicable law.
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6. This Agreement shall be construed as having been drafted by the Parties, and in the event of any ambiguity, such shall not be construed against any Party as the drafter.
7. In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of any rights or defenses with regard to applicable sovereign, governmental, official, or any individual immunities and any other protections or defenses as provided by federal and state constitutions, statutes, and laws.
8. In the event of a dispute over this Agreement or any matter authorized by, related to, or arising out of this Agreement, venue shall be in Greene County, Missouri.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives, the day and year set forth below.

**GREENE COUNTY
SHERIFF'S OFFICE**

Sheriff Jim Arnott

Date: _____

**CHRISTIAN COUNTY
SHERIFF'S OFFICE**



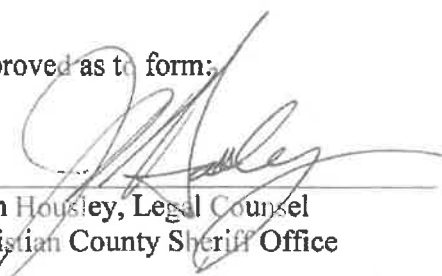
Sheriff Brad Cole

Date: 12/7/2020

Approved as to form:

Damon Phillips, Legal Counsel
Greene County Sheriff Office

Approved as to form:



John Housley, Legal Counsel
Christian County Sheriff Office

GREENE COUNTY COMMISSION

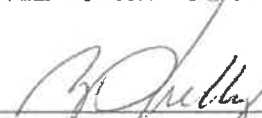
Bob Dixon, Presiding Commissioner

Harold Bengsch
Associate Commissioner District

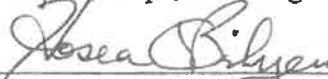
John Russell
Associate Commissioner District #2

Date: _____

CHRISTIAN COUNTY COMMISSION

 12/7/2020

Ralph Phillips, Presiding Commissioner

 12/7/2020

Hosea Bilyeu, Western Commissioner

 12.07.2020

Mike Robertson, Eastern Commissioner

Date: _____

ATTEST: I, Shane Schoeller, am the duly appointed and acting County Clerk of Greene County, Missouri, and in that capacity, do hereby attest on this _____ day of

_____, 2020, that the above agreement was executed by Commissioners Bob Dixon, Harold Bengsch and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller, Greene County Clerk

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this _____ day of _____, 2020, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.

Cindy Stein, Greene County Auditor

ATTEST: I, Kay Brown, am the duly appointed and acting County Clerk of Christian County, Missouri, and in that capacity, do hereby attest on this 7th day of December, 2020, that the above agreement was executed by Commissioners Ralph Phillips, Hosea Bilyeu and Mike Robertson, pursuant to a duly passed motion of the Christian County Commission approving the agreement.



Kay Brown, Christian County Clerk

ATTEST: I, Amy Dent, am the duly appointed and acting Auditor for Christian County, Missouri, and in that capacity, do hereby certify on this 7th day of December, 2020, that there is an unencumbered balance to the credit of the appropriation which is to be charged for the County's share of the costs described in this Agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.



Amy Dent, Christian County Auditor

Ex 4

NO. BCD-2020.12.

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

DATE ISSUED: ~~December~~
~~November~~ 4, 2020

SUBJECT: Appointment of County Ex-Officio Commissioner for conveyance and grant of Ex Officio Deed Sanitary Sewer Easement, to the City of Springfield Missouri.

WHEREAS, Greene County is the owner and holder of property as more fully described on Exhibit "A" attached hereto and made a part hereof by this reference; and

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

WHEREAS, the County Commission elects to appoint, Christopher J. Coulter, its Ex-Officio Commissioner to execute an Ex Officio Sanitary Sewer Easement on behalf of Greene County to convey to the City of Springfield and their successors and assigns the premises described on Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED:


IT IS HEREBY ORDERED:

Christopher J. Coulter is hereby appointed as an Ex-Officio Commissioner of Greene County to transfer the property as more fully described on Exhibit "A" to the City of Springfield and their successors and assigns by the execution and recording of an Ex Officio Deed.

Done this 4th Day of ~~November~~^{December}, 2020, at 9:20 o'clock a.m.

GREENE COUNTY COMMISSION


Robert Dixon
Presiding Commissioner


Harold Behgsh
Commissioner 1st Dist.


John C. Russell
Commissioner 2nd Dist.

ATTEST:


Shane Schoeller
Greene County Clerk



051650-20 08 Dec 2020 10:55:20AM



Book:2020
Page:051650-20
6 pages

REAL ESTATE DOCUMENT
GREENE COUNTY, MISSOURI
RECORDERS CERTIFICATION

Christa Dawson Spaulding
RECORDER OF DEEDS

reclac

FR 146
129 Sant
Sewer

SANITARY SEWER EASEMENT

THIS INDENTURE, made this 4 day of December, 2020, by and Greene County, Missouri (hereinafter called "Grantor") and the City of Springfield, Missouri, a municipal corporation ("Grantee"). The mailing address of Grantor is: Resource Management, 933 N. Robberson, Springfield, Missouri 65802. The mailing address of Grantee is: City of Springfield, Department of Public Works, 840 Boonville Ave., 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, and by virtue and pursuant to Order of the Greene County Commission dated the 4 day of December, 2020. Grantor does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

See Exhibit "A"

WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

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 the Grantor, its successors and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this

regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be backfilled and graded to the original grade; (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 easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # _____ which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

Exhibit "B" depicts the general location of the easement area and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO OFFICER, SHAREHOLDER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD.

IN WITNESS WHEREOF, Greene County, Missouri, by and through its ExOfficio Commissioner, Chris Coulter, has caused these presents to be executed, signed and the County's seal to be hereunder affixed, this 4 day of December, 2020.

County Seal

By: 
Greene County, Missouri
Chris Coulter, Ex-Officio Commissioner

STATE OF MISSOURI
COUNTY OF GREENE SS.

On this 4th day of December, 2020, before me appeared Chris Coulter, to me personally known, who being duly sworn, did state that he is the Ex-Officio Commissioner of Greene County, Missouri, and that said instrument was signed on behalf of said Greene County, Missouri, by authority of its County Commission, and the said Chris Coulter acknowledged said instrument to be the free act and deed of Greene County, Missouri.

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

Notary Public: 

Print Name: Kim M. Hicks

My Commission Expires: April 3, 2022

"Notary Seal"

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

SANITARY SEWER EASEMENT

A SANITARY SEWER EASEMENT BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF LOT 8 OF SPURLING HEIGHTS ADDITION, A SUBDIVISION IN GREENE COUNTY, MISSOURI, RECORDED IN PLAT BOOK U PAGE 43, GREENE COUNTY RECORDER'S OFFICE;

THENCE SOUTH 02°28'00" WEST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 18.16 FEET;

THENCE SOUTH 88°53'06" EAST, LEAVING SAID EAST LINE, A DISTANCE OF 256.89 FEET TO THE NORTHWEST CORNER OF A PROPERTY RECORDED IN BOOK 2019 PAGE 010230-19, WHICH IS THE POINT OF BEGINNING;

THENCE SOUTH 88°53'06" EAST, ALONG THE NORTH LINE OF SAID PROPERTY, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 02°25'46" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 28.42 FEET;

THENCE SOUTH 13°23'21" EAST, A DISTANCE OF 608.94 FEET TO THE NORTH RIGHT OF WAY LINE OF FARM ROAD 146;

THENCE NORTH 89°08'19" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.48 FEET;

THENCE NORTH 13°23'21" WEST, LEAVING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 607.22 FEET TO THE WEST LINE OF SAID PROPERTY RECORDED IN BOOK 2019 PAGE 01023019;

THENCE NORTH 02°25'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 36.48 FEET TO THE POINT OF BEGINNING;

CONTAINING 9,561 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

ALSO

TEMPORARY CONSTRUCTION EASEMENTS

TEMPORARY CONSTRUCTION EASEMENTS BEING LOCATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHEAST CORNER OF LOT 8 OF SPURLING HEIGHTS ADDITION, A SUBDIVISION IN GREENE COUNTY, MISSOURI, RECORDED IN PLAT BOOK U PAGE 43, GREENE COUNTY RECORDER'S OFFICE;

THENCE SOUTH 02°28'00" WEST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 18.16 FEET;

THENCE SOUTH 88°53'06" EAST, LEAVING SAID EAST LINE, A DISTANCE OF 271.89 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 88°53'06" EAST, ALONG THE NORTH LINE OF PROPERTY RECORDED IN BOOK 2019 PAGE 010230-19, A DISTANCE OF 30.01 FEET;

THENCE SOUTH 02°25'46" WEST, LEAVING SAID NORTH LINE, A DISTANCE OF 79.97 FEET;

THENCE SOUTH 13°23'21" EAST, A DISTANCE OF 508.69 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF US HIGHWAY 160;

THENCE SOUTH 02°20'34" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 45.52 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FARM ROAD 146;

THENCE NORTH 89°08'19" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2.74 FEET;

THENCE NORTH 13°23'21" WEST, LEAVING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 608.94 FEET;

THENCE NORTH 02°25'46" EAST, A DISTANCE OF 28.42 FEET TO THE POINT OF BEGINNING;

AND

COMMENCING AT NORTHEAST CORNER OF LOT 8 OF SPURLING HEIGHTS ADDITION, A SUBDIVISION IN GREENE COUNTY, MISSOURI, RECORDED IN PLAT BOOK U PAGE 43, GREENE COUNTY, MISSOURI RECORDER'S OFFICE;

THENCE SOUTH 02°28'00" WEST, ALONG THE EAST LINE OF SAID LOT 8, A DISTANCE OF 18.16 FEET;

THENCE SOUTH 88°53'06" EAST, LEAVING SAID EAST LINE, A DISTANCE OF 256.89 FEET TO THE NORTHWEST CORNER OF A PROPERTY RECORDED IN BOOK 2019 PAGE 010230-19;

THENCE SOUTH 02°25'46" WEST, ALONG THE WEST LINE OF SAID PROPERTY, A DISTANCE OF 36.48 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 13°23'21" EAST, A DISTANCE OF 607.22 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF FARM ROAD 146;

THENCE NORTH 89°08'19" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 15.47 FEET;

THENCE NORTH 13°23'21" WEST, LEAVING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 550.46 FEET TO A POINT ON THE WEST LINE OF SAID PROPERTY RECORDED IN BOOK 2019 PAGE 010230-19;

THENCE NORTH 02°25'46" EAST, ALONG SAID WEST LINE, A DISTANCE OF 48.71 FEET TO THE POINT OF BEGINNING;

CONTAINING 18,753 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

ALL BEING LOCATED ON A TRACT OF LAND RECORDED IN BOOK 2019 PAGE 10230-19, GREENE COUNTY, RECORDER'S OFFICE;

THESE DESCRIPTIONS WERE PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; COA LANDSURVEY NUMBER 2007008003

