

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

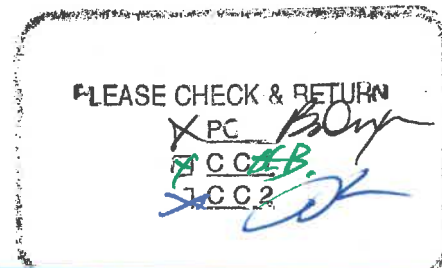
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

**Greene County Commission
Commission Briefing Minute**

Thursday, December 3, 2020
9:30 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/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, and Clay Goddard.

Teleconference Attendees: Franz Williams, Mike Cagle, Jeff Bassham, Cindy Stein, Justin Hill, Rob Rigdon, Jess Kerr, Shane Schoeller, Richard Kessinger, and Kevin Barnes.

Informational Items

Resource Management-Kevin Barnes

- Update on projects around campus

Health Department-Clay Goddard

- COVID update

CARES Act-Chris Coulter & Justin Hill

- Reserve amount spreadsheet update
- A few more small business applications on Tuesday

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Amendment to Temporary Detention Facility Equipment Lease Agreement

- Commissioner Harold Bengsch made a motion to approve the Amendment to Temporary Detention Facility Equipment Lease Agreement. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX2) Discussion and Possible Vote: First Amendment to Temporary Detention Facility Equipment Lease

- Commissioner John Russell made a motion to approve the First Amendment to Temporary Detention Facility Equipment Lease. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX3) Discussion and Possible Vote: Authorize the Presiding Commissioner to sign a letter of support for the Supercharge Southwest Missouri initiative

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802

www.greenecountymo.gov

- Commissioner Harold Bengsch made a motion to approve the Presiding Commissioner to sign a letter of support for the Supercharge Southwest Missouri initiative. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Other:

- Update on the Board of Equalization

With no other business the meeting was adjourned.

Ex 1

**AMENDMENT TO TEMPORARY DETENTION FACILITY
EQUIPMENT LEASE AGREEMENT**

This Amendment to Temporary Detention Facility Equipment Lease Agreement (this "Amendment") is entered into on the 22 day of November, 2020, but to be effective as of November 1, 2020, by and between All Detainment Solutions-Greene County, LLC ("Lessor") and Greene County, Missouri ("Lessee").

RECITALS

R1. Lessor and Lessee entered into a Temporary Detention Facility Equipment Lease Agreement dated August 17, 2017 (the "Lease").

R2. The Second Extended Term of the Lease ended on November 1, 2020. Pursuant to the terms of the Lease, Lessee had the option to extend the Lease Term for a Third Extended Term of twelve (12) months thereafter by giving notice of its intent to exercise such option as provided in the Lease. Lessee desires to continue to lease the Equipment beyond November 1, 2020, but not for the entirety of the Third Extended Term. As a result, Lessee has requested that Lessor agree to allow Lessee to continue to lease the Equipment on a month-to-month basis.

R3. Lessor is willing to amend the Lease in order to allow Lessee to lease the Equipment on a month-to-month basis, and Lessor and Lessee have entered into this Amendment to memorialize their mutual understanding, intent and agreement with respect thereto.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated by reference herein.
2. **Incorporation of Lease.** The terms of the Lease are incorporated by reference herein. This Amendment shall be a part of the Lease in as respects. All capitalized terms used herein shall have the same meaning given to them in the Lease unless otherwise defined herein.
3. **Term of Lease; Amendment.** Subject to all other terms and conditions of the Lease, commencing on November 1, 2020, and continuing through the earlier to occur of termination of the Lease as provided in the Lease, or October 31, 2021, the lease of Equipment by Lessee shall be on a month-to-month basis. Rent shall continue to be paid in accordance with the terms of the Lease in the amount of \$69,477.75 per month. Lessor and Lessee may each terminate the month-to-month tenancy upon the giving of written notice at least seven (7) days in advance of the date upon which the next rental payment is due under the Lease; provided however, Lessor may not terminate the month-to-month tenancy prior to October 31, 2021 unless Lessee is in default pursuant to Section 12 of the Lease.

4. **No Other Modification.** Except as expressly modified by the terms of this Amendment, the Lease has not been modified in any other respect, and remains fully enforceable in accordance with its terms.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment on the date first set forth above.

LESSOR:

LESSEE:

ALL DETAINMENT SOLUTIONS-
GREENE COUNTY, LLC

GREENE COUNTY, MISSOURI

By: _____

Anthony Kelly, Manager

By: _____

Title: _____

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the Effective Date.

LESSOR:
ALL DETAINMENT SOLUTIONS, LLC

Address for Notices:
P.O. Box 717
Seymour, MO 65746
885 West Steel Street
Seymour, MO 65746


By: _____
Title: _____

GREENE COUNTY, MISSOURI

DATED: 12/03/2020


BOB DIXON, Presiding Commissioner

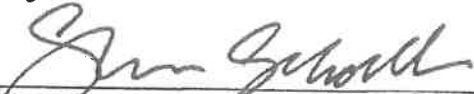
DATED: 12/03/2020


HAROLD BENGSCHE, Commissioner 1st District

DATED: 12/3/2020


JOHN C. RUSSELL, Commissioner 2nd District

GREENE COUNTY CLERK:

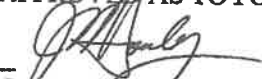

SHANE SCHOELLER
Greene County Clerk

Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:


Greene County Counselor


JIM ARNOTT
Greene County Sheriff

Ex 2

**FIRST AMENDMENT TO TEMPORARY
DETENTION FACILITY EQUIPMENT LEASE**

This First Amendment to Temporary Detention Facility Equipment Lease Agreement (this "Amendment"), is entered into on this 3 day of December, 2020, by and between All Detainment Solutions-Greene County LLC, a Missouri limited liability company ("Lessor"), and Greene County, Missouri ("Lessee").

RECITALS

R1. Lessor and Lessee are parties to that certain Temporary Detention Facility Lease Agreement dated April 3, 2020 (the "Lease").

R2. Lessor has experienced delays in obtaining materials for fabrication of Equipment which are beyond its reasonable control, including delays arising from the global pandemic commonly known as COVID-19, which have resulted in corresponding delays in its delivery of all Equipment to the Premises.

R3. Lessee was unable to complete all Site Work by June 1, 2020.

R4. Lessor and Lessee desire to amend the Lease in certain respects, and have entered into this Amendment for that purpose.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. *Incorporation of Recitals.* The Recitals set forth above are incorporated by reference herein.
2. *Incorporation of Lease.* The terms of the Lease are incorporated by reference herein. This Amendment shall be a part of the Lease in all respects. All capitalized terms used herein shall have the same meaning given them in the Lease unless otherwise defined herein.
3. *Amendment of Delivery Schedule.* Notwithstanding any other term or provision of the Lease to the contrary, Lessor will have the items of Equipment listed in **Schedule 1** attached hereto ready for use by Lessee on or before November 26, 2020, and Lessee may begin use thereof at that time. Thereafter, Lessor will deliver the items of Equipment listed in **Schedule 2** attached hereto to the Premises and have same ready for use by Lessee on or before January 1, 2021. Lessor will issue the Commencement Notice to Lessee at such time as the Equipment listed in Schedule 2 is ready for use by Lessee, but in no event will the Commencement Notice be issued later than January 1, 2021. The delivery schedule and deadlines set forth in Section 1 of the Lease are hereby modified accordingly.
4. *Commencement of Lease.* Notwithstanding Lessee's use of the Equipment listed in Schedule 1 prior to issuance of the Commencement Notice, Lessee will not be obligated to commence paying rent until the Commencement Notice has been issued. For the avoidance of any

doubt, it is the intent of Lessor and Lessee that Lessee be allowed to use the items listed in Schedule 1 prior to the time all Equipment is in place and the temporary facility has been completed but not be required to start paying rent until such time as all Equipment is usable and the Commencement Notice has been issued and then the Lease Term commences. Further, notwithstanding Lessee's use of the Equipment listed in Schedule 1, the 24-month Lease Term will not commence until Lessor issues the Commencement Notice.

5. Modification of Rent Schedule. Section 4 of the Lease is hereby amended as follows:

(a) Section 4. a (i) is hereby amended to read as follows:

The sum of \$1,576,526.25 has been paid by Lessee concurrent with its execution of this Lease, which sum shall be applied as a credit against rent due for the last six months of the Primary Term; and

(b) Section 4.a (ii) of the Lease is hereby amended to read as follows:

Quarterly payments of \$788,263.13 commencing on the Commencement Date and on the corresponding day of the month quarterly thereafter through the first 18 months of the Primary Term (Example: Assuming a hypothetical Commencement Date of January 15, 2021, the second quarterly installment would be due on April 15, 2021 and the final quarterly installment for the Primary Term would be due on July 15, 2022);

6. Express Modification: Entire Agreement. The Lease is modified consistent with the terms hereof, and this Amendment constitutes the entire agreement between Lessor and Lessee with respect to amendment of the Lease. Except as modified by the terms hereof, the Lease has not been amended in any other respect and remains fully enforceable in accordance with its terms.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment effective as of the date first above written.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the Effective Date.

LESSOR:
ALL DETAINMENT SOLUTIONS, LLC

Address for Notices:
P.O. Box 717
Seymour, MO 65746
885 West Steel Street
Seymour, MO 65746

By: _____
Title: _____

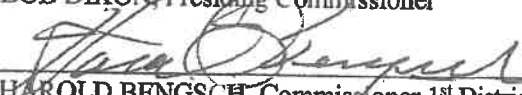
GREENE COUNTY, MISSOURI


DATED: 12/3/2020

DATED: 12/3/2020

DATED: 12/3/2020


BOB DIXON, Presiding Commissioner


HAROLD BENGSCHE, Commissioner 1st District


JOHN C. RUSSELL, Commissioner 2nd District

GREENE COUNTY CLERK:

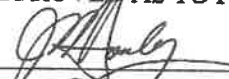

SHANE SCHOELLER
Greene County Clerk

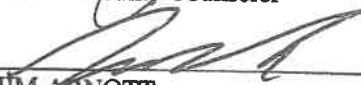
Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.


CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:


Greene County Counselor


JIM ARNOTT
Greene County Sheriff

SCHEDULE 1 TO LEASE AMENDMENT

- Five (5) 39-bed sleeper units with mattresses, HVAC system, tables, chairs, four (4) showers, four (4) toilets, and officer station with restroom and desk/chair
- Two (2) 8' x 70' corridors
- One (1) back-up diesel generator with distribution center
- One (1) network equipment enclosure

SCHEDULE 2 TO LEASE AMENDMENT

- Five (5) 39-bed sleeper units with mattresses, HVAC system, tables, chairs, four (4) showers and four (4) toilets, and officer station with restroom and desk/chair

Ex 3

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

U.S. Department of Commerce
Economic Development Administration
Office of Innovation and Entrepreneurship
1401 Constitution Avenue, NW
Suite 71014
Washington, DC 20230

Re: EDA-HDQ-OIE-2020-SPRINTCHALLENGE

To Whom it May Concern:

Greene County wishes to communicate and document commitment to the Supercharge Southwest Missouri initiative. We have faced many challenges in response to COVID and this approach would greatly benefit us and many others like us in our region for recovery and resiliency efforts. This initiative would accelerate high quality job growth, create economic opportunities, and support the next generation of industry-leading companies. Entrepreneurship and innovation are critical to Southwest Missouri's recovery efforts.

Greene County supports the goals of this initiative alongside Missouri State University, efactory, Missouri Small Business Development Center and the many other partners.

We are willing to offer the following support of resources to assist in the implementation of this initiative:

- Raise awareness about the programs to communities in Greene County
- Assist in government connectivity efforts throughout Southwest Missouri

Thank you for your full consideration of this initiative; we believe it will help our region not only recover from the devastating effects of COVID, but also rebuild as a stronger, more collaborative and innovative community.

Sincerely,

Bob Dixon
Presiding Commissioner