

Greene County Commission Briefing  
Commission Office  
1443 N. Robberson  
Sept. 18, 2018, 9 a.m.

Present: Vanessa Brandon, Kevin Barnes, Adam Humphrey, Rick Artman, Mike Cagle, Shane Schoeller, Chris Coulter, Bob Cirtin, Lorrie Bruer, Chris Mericle, Donna Barton, Lincoln Hough, Justin Hill, Tina Phillips, and Jeff Scott.

Highway Department Assistant Director Adam Humphrey presented a cost share agreement for the Kansas Extension (Exhibit A). The agreement would be with the City of Springfield and this would cover right of way and construction within Springfield city limits. It is a \$2.7 million amount to be reimbursed to Greene County for work done in those limits, which covers 100 percent of the cost.

Commissioner Bengsch made a motion to approve the agreement. Commissioner Hough seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Highway Director Rick Artman presented warranty deeds and a drainage easement for approval (Exhibit B).

Commissioner Hough made a motion to approve the drainage easement between Nixon Farms LP and Greene County. Commissioner Bengsch seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Commissioner Cirtin made a motion to approve the two warranty deeds (one between Rory and Vanessa Henry and Greene County; and one between Richard Smith Jr. and Anita Smith and Greene County.) Commissioner Bengsch seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

County Collector Shane Schoeller presented the 2018 General Revenue Road & Bridge, Senior Services Tax, and Developmentally Disabled Board Tax levies for commission approval (Exhibit C).

Commissioner Bengsch made a motion to approve them. Commissioner Cirtin seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Purchasing Director Chris Mericle presented a professional services appointment for Wilson Hydro LLC. (Exhibit D).

Commissioner Bengsch made a motion to approve the appointment. Commissioner Cirtin seconded the motion. The motion passed unanimously.

Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Budget Officer Jeff Scott gave a department update, informing the Commission that the bond sale had been closed, and Treasurer Justin Hill invested the funds. He also noted that he is working on reviewing the history of the park sales tax. He said there has been some discrepancy in how it has been allocated in years past, and he is looking into making adjustments. On another note, Scott said the the jail design and financial team is slated to meet today. He said the preliminary numbers show that it appears that

there won't be any savings in staffing. He said they have added cells to every floor, increasing the floor square footage and cost per floor.

County Administrator Chris Coulter told the Commission that they will be having a follow-up meeting with Donald Hancock and the City of Springfield in the near future.

Rick Artman noted that the Highway Department will be providing 16 trucks to be used at the rally for Josh Hawley and President Donald Trump at JQH Arena on Friday.

Meeting adjourned.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT:  
Cost share of Kansas Extension Project: Republic Road to Farm Road 190**

**THIS AGREEMENT** made and entered into this 3rd day of August, 2018, by and between the **CITY OF SPRINGFIELD, MISSOURI** (hereinafter referred to as "City"), and **GREENE COUNTY, MISSOURI** (hereinafter referred to as "County"):

**WITNESSETH:**

**WHEREAS**, Article VI, Section 16 of the Missouri Constitution and Section 70.220, RSMo. (2000) authorize any municipality or county to contract and cooperate with other political subdivisions of the state in various matters including, but not limited to the planning, acquisition, development, construction and operation of any public improvement or facility or common service; and

**WHEREAS**, the City and County desire to enter into an agreement to share the costs associated with the Kansas Expressway Extension project, more particularly identified as County Project Number 87740, which will extend Kansas Expressway from Republic Road to Farm Road 190, herein referred to as the "Project;" and

**WHEREAS**, the City and County have previously agreed (City Contract No. 2016-0223) to share in the cost of the Environmental and design work of the Extension project; and

**WHEREAS**, now the City and County desire to share in the cost of right-of-way acquisition and the construction costs associated with the Project; and

**WHEREAS**, the City and County have a mutual interest in improving the economic vitality of Greene County and the Springfield region by providing transportation improvements that enhance accessibility, mobility and public safety for both people and freight; and

**WHEREAS**, The County and City also have a mutual interest in sharing the cost of said improvements for the Project.

**NOW, THEREFORE**, the Parties do hereby mutually covenant and agree as follows:

1. **LAND ACQUISITION:**

- a. Land Acquisition to be performed by County: The County shall, at its sole cost and expense, perform all necessary land acquisition activities required to obtain rights-of-way, easements, rights of entry, licenses, or any other agreements required to construct the proposed roadway improvements for the Project within the private property boundaries identified in "Exhibit A." The County shall acquire the property identified in "Exhibit A" in the City's name and the City shall not unreasonably withhold permission to allow the County to work in the acquired right of way.
- b. Appraisal and appraisal review: The County shall obtain an estimation of the fair market value of the area to be acquired pursuant to Paragraph 1, subparagraph a, as determined by a professionally prepared, reviewed, and approved appraisal valuation. The appraisal valuation shall be approved by the City's Director of Public Works before the County makes

any offer to purchase or acquire any property interest in the area specified in Paragraph 1, subparagraph a.

- c. Offers and settlements: The County shall make a written offer to the property owner, based upon the amount indicated on the City approved property appraisal. No offer shall be made by the County without the prior written authorization from the City's Director of Public Works. Any ancillary negotiations involving driveway access points, property damages, or other property improvements will be subject to the review and approval by the City before any such settlements are finalized by the County.
- d. Reimbursement of cost: Following completion of the land acquisition activities described in Paragraph 1, subparagraph a, the County, through its highway department, shall submit to the City invoices, checks, or other evidence of payment of all the costs incurred for the land acquisition expenses that were paid by the County. After submittal of such documents by the County the City shall reimburse the County, within 30 days of receipt of such documentation, for 100% of the cost. Eighty percent (80%) of the reimbursement of cost shall be paid by the City by means of an administrative transfer of federal STBG-Urban Surface Transportation Funds to Greene County. Twenty percent (20%) of the reimbursement of cost shall be paid by the City to the County in the form of a cash payment.
- e. Costs not to exceed: The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for Paragraph 1 of this Agreement which cannot be exceeded unless this contract is amended. The fixed sum for Paragraph 1 of this Agreement is \$2,600,000. Any property acquisition in excess of the fixed sum identified in this paragraph shall not be eligible for reimbursement. The County shall notify the City if the County anticipated that the amount established in this paragraph for property acquisition costs may be exceeded.
- f. Conveyance of Right of Way and Easements: Upon completion of the land acquisition activities described in Paragraph 1, and upon the County's receipt of reimbursement of costs from the City described in Paragraph 1, subparagraph d, the City agrees to accept, any interest acquired by the County on behalf of the City for the Project, including any right of way and easements and the City of shall thereafter maintain all improvements constructed within said right-of-way.
- g. Condemnation: In the event that the County is unable to negotiate a settlement agreement with the property owner in conformance to the terms of this cooperative agreement, and should it become necessary to secure the property through condemnation action, it will become the responsibility of the City to complete the land acquisition activities through eminent domain action.

2. **PROJECT CONSTRUCTION:**

- a. Location: The improvement, identified as County Project Number 87740 (hereafter referred to as "Project"), that is the subject of Paragraph 2 of this Agreement is to be constructed at the following location: within the corridor designated for Kansas Expressway between Republic Street and Farm Road 190. The general location of the improvement is shown on "Exhibit B."



- b. Project Responsibilities: The County shall construct, at its sole cost and expense, the roadway improvements for the Project. In addition, the County shall be responsible for inspecting the improvements located within City right of way to ensure that the improvements meet the minimum specifications of the Project and applicable City standards. The City shall inspect any improvements which are part of the Stormwater Pollution Prevention Plan to ensure compliance with state and federal regulations. Before the City shall be obligated to share in the costs of this Project, the Director of Public Works shall first approve the final construction plans of the Project, in writing.
- c. Cost Share of Project: The parties agree to cost share this Project in the following manner:
  - i. City shall be responsible for 100% of the cost of the Kansas Expressway Extension project improvements within the city limits of Springfield, Missouri as shown on "Exhibit C."
  - ii. Greene County shall be responsible for all other costs of the Kansas Expressway Extension project improvements as shown on "Exhibit C."
- d. Payment: The County shall submit to the City a summary of costs, including invoices, checks, or other evidence of payment of the costs of the construction of the Kansas Expressway Extension project that were paid by Greene County, and the City agrees to pay its portion of the cost share of the Project to the County no later than 30 days after the receipt of the summary of costs. In lieu of cash, the City agrees to pay the County by means of transferring the City's allocation of federal STBG-Urban funds to the County in an amount equal to the City's financial responsibility as specified in Paragraph 2, subparagraph f of this agreement. In the case of underruns that occur within the city limits of Springfield, Missouri, the City will share in one hundred percent (100%) of the cost savings for those portions of this project. In the case of underruns that occur outside the city limits of Springfield, Missouri, the County will share in one hundred percent (100%) of the cost savings for those portions of this project. In the case of overruns that occur within the city limits of Springfield, Missouri, the City shall be responsible for one hundred percent (100%) of any overrun amount for those portions of this project, subject to said cost overruns not exceeding the fixed sum set forth in paragraph 2(f) of this Agreement unless this contract is amended. In the case of overruns that occur outside the city limits of Springfield, Missouri, the County shall be responsible for one hundred percent (100%) of any overrun amount for those portions of this project. Upon such mutual agreement, the City agrees to pay the County its share of the overrun amount 30 days after requested by the County upon completion of the construction of the project.
- e. Prevailing Wage: Greene County acknowledges that all labor utilized in the construction of the aforementioned project shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri or by the U.S. Secretary of Labor in accordance with the Federal Davis-Bacon Act (Title 40 U.S.C. Chapter 31, subchapter IV), whichever is higher.
- f. Costs not to exceed: The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for Paragraph 2 of this Agreement which cannot be exceeded unless this contract is amended. The fixed sum for

Paragraph 2 of this Agreement is \$2,700,000. Any construction cost share in excess of the fixed sum identified in this paragraph shall not be eligible for reimbursement. The County shall notify the City if the County anticipated that the amount established in this paragraph for construction cost share costs may be exceeded.

3. **CONFLICT OF INTEREST:** In accepting this contract, Greene County certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.
4. **ASSIGNMENT:** Greene County shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto.
5. **NOTICES:** All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Greene County, at the following addresses:

City:  
Attn: Director of Public Works  
840 Boonville Avenue  
Springfield, MO 65802  
FAX: 417-864-1907

County:  
Attn: Assistant Administrator  
2065 N Clifton Ave  
Springfield, MO 65803  
FAX: 417-831-5216

The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

6. **ENTIRE AGREEMENT:** This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.
7. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
8. **INDEPENDENT PARTIES:** The parties are independent, and nothing contained herein shall constitute or designate Greene County, or any of Greene County's contractors, agents, or employees, as agents or employees of the City.
9. **DISCRIMINATION:** Greene County agrees that in the performance of this contract Greene County shall not discriminate on the grounds of, or because of, race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation.

[Remainder of Page intentionally left blank. Signature Page to follow.]

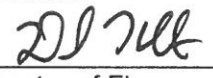
IN WITNESS WHEREOF the parties have caused this instrument to be duly executed the date first written above.

**CITY OF SPRINGFIELD, MISSOURI**

By:   
Assistant City Manager

**CERTIFICATE OF DIRECTOR OF FINANCE**


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 appropriated and available funds to pay therefore.

  
Director of Finance or Acting Director

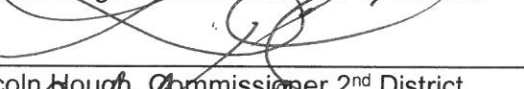
**APPROVED AS TO FORM**


  
City Attorney or Assistant City Attorney

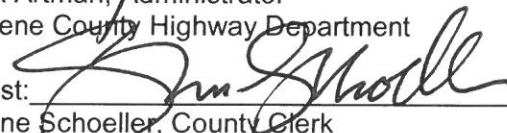
**GREENE COUNTY**

By:   
Robert Cirtin, Presiding Commissioner

By:   
Harold Bengsch, Commissioner 1<sup>st</sup> District

By:   
Lincoln Hough, Commissioner 2<sup>nd</sup> District

By:   
Rick Artman, Administrator  
Greene County Highway Department

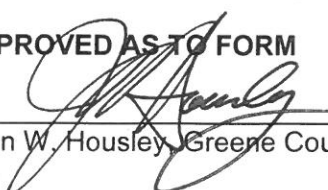
Attest:   
Shane Schoeller, County Clerk

**AUDITOR CERTIFICATION**

I, Cindy S. Stein, the duly appointed and acting Auditor of Greene County, Missouri, and in that capacity, do hereby certify on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, 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 the Agreement sufficient to meet the County's obligations under 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 the Agreement shall be paid sufficient to meet the County's obligations under the Agreement.

\_\_\_\_\_  
Cindy Stein, Greene County Auditor

**APPROVED AS TO FORM**

  
John W. Housley, Greene County Counselor







Kansas Extension  
Project Location Map

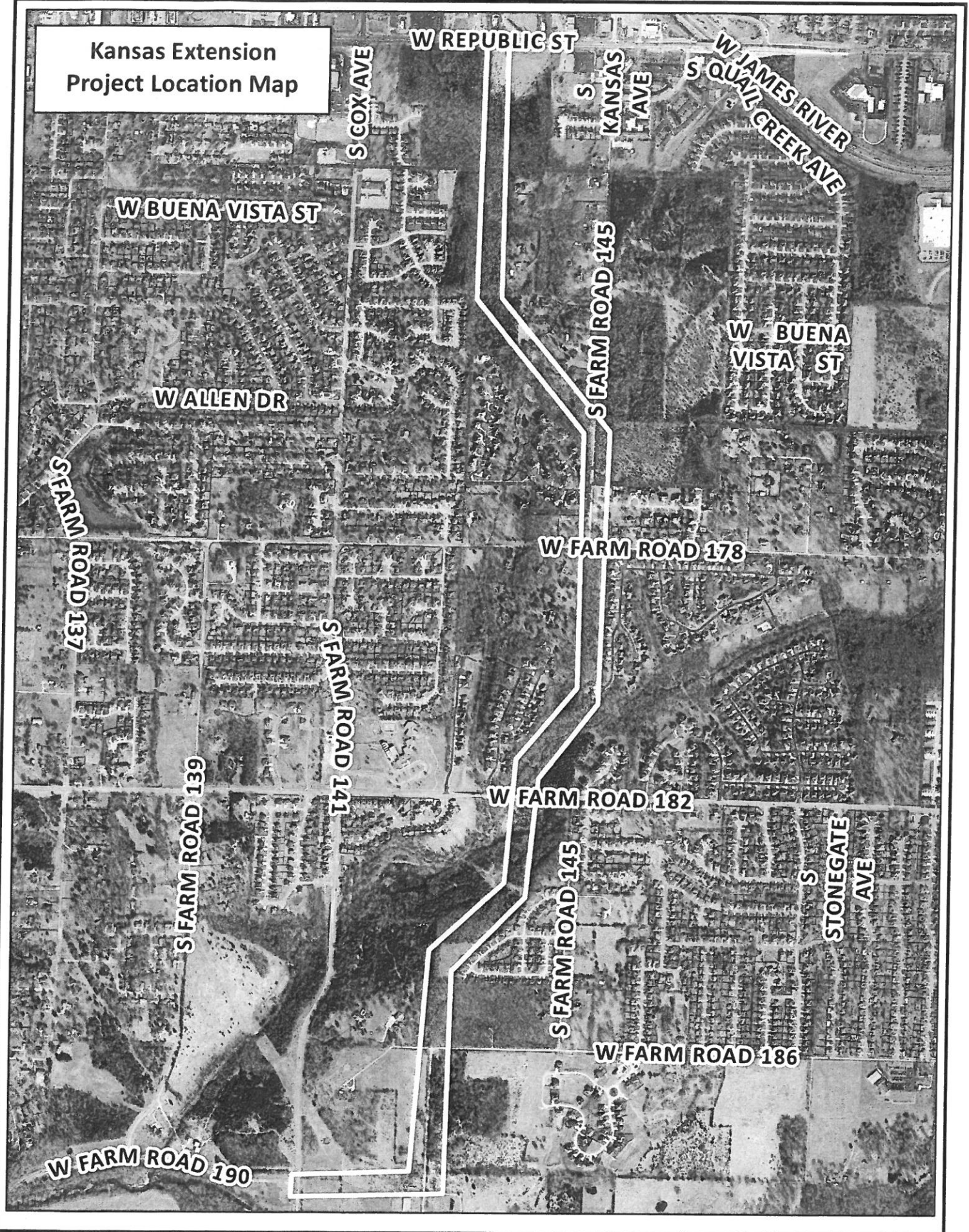
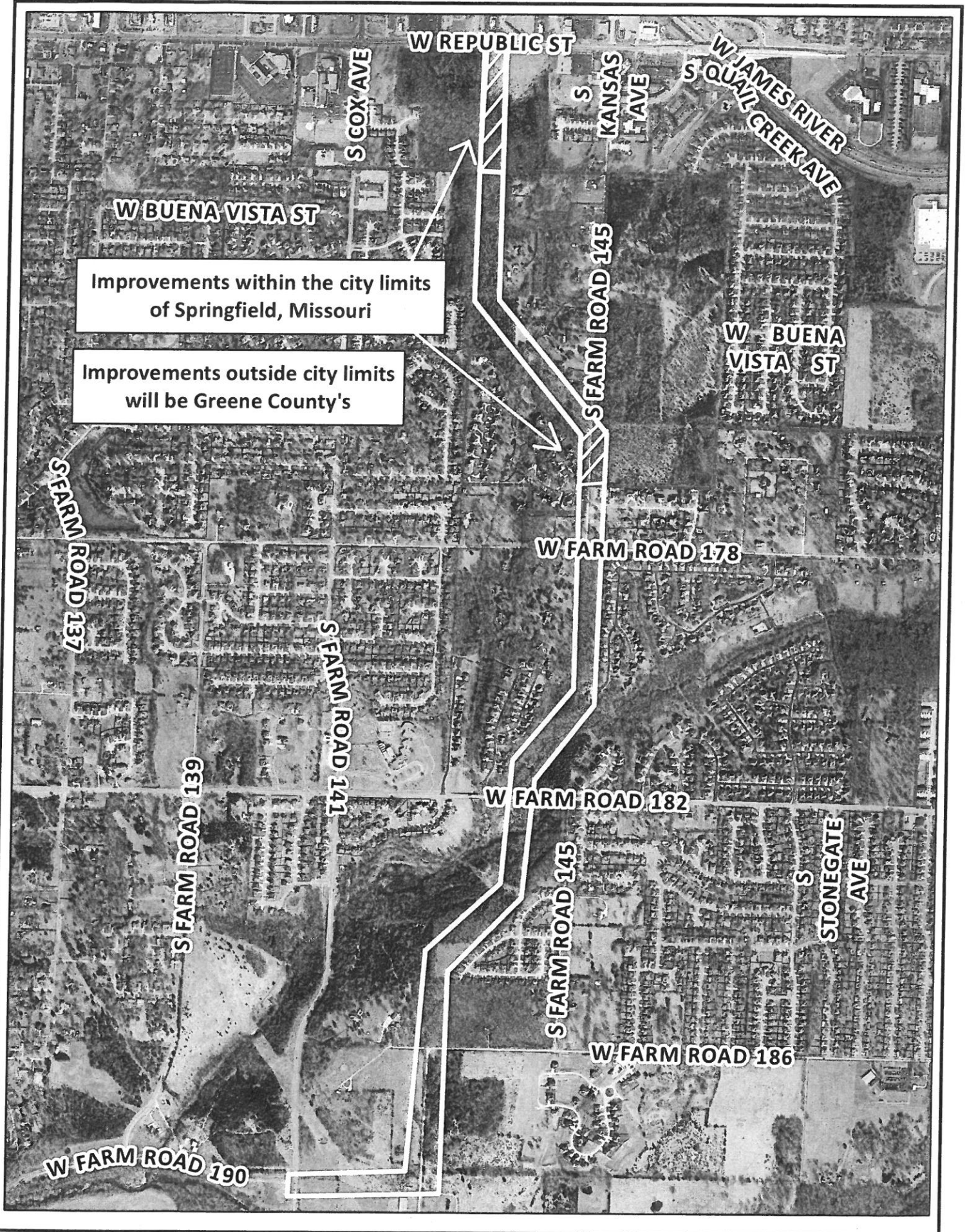




Exhibit C





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**WARRANTY DEED**

THIS INDENTURE, made this 5<sup>th</sup> day of September, 2018 by and between RORY HENRY and VANESSA HENRY, 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: \_\_\_\_\_



Robert Cirtin, Presiding Commissioner



Harold Bengsch, Commissioner District 1



Lincoln Hough, Commissioner District 2

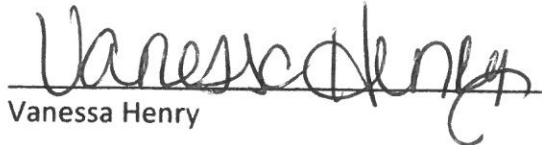


Rick Artman, Administrator  
Greene County Highway Department

Grantor:



Rory Henry



Vanessa Henry

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 5<sup>th</sup> day of September, in the year 2018, before me, a Notary Public in and for said state, personally appeared Rory Henry, 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.

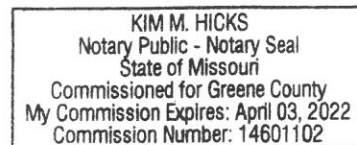
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"



STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 5<sup>th</sup> day of September, in the year 2018, before me, a Notary Public in and for said state, personally appeared Vanessa Henry, 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.

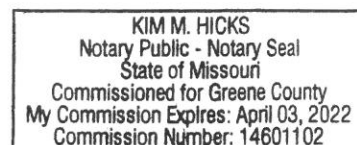
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"



ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 2

GRANTOR: RORY HENRY AND VANESSA HENRY  
(GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE,  
BOOK 2017, PAGE 18140-17)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 17, BEING A PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST IN GREENE COUNTY, MISSOURI, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 17 FOR THE BRIDGE OVER BURNEY BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 17 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST; THENCE S02°05'07"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 260.71 FEET; THENCE LEAVING SAID WEST LINE, S87°41'02"E, 6.57 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 17 AT PROJECT CENTER LINE STATION 3+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S02°18'58"W, 470.00 FEET TO CENTER LINE STATION 7+70 FOR THE POINT OF TERMINATION.

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST; THENCE S02°05'07"W ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, 270.71 FEET FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE CONTINUING S02°05'07"W ALONG SAID EAST LINE, 197.56 FEET TO AN EXISTING RAILROAD SPIKE AT THE SOUTHEAST CORNER OF GRANTOR'S LAND, SAID CORNER BEING AT THE CENTER OF BURNEY BRANCH (A.K.A. KELLEY BRANCH); THENCE N73°48'37"W ALONG THE CENTER OF BURNEY BRANCH, 55.90 FEET TO A POINT 60 FEET RIGHT OF PROJECT CENTER LINE STATION 4+94.15; THENCE LEAVING THE CENTER OF SAID BRANCH, N02°18'58"E, 19.15 FEET TO A POINT 60 FEET RIGHT OF CENTER LINE STATION 4+75; THENCE N61°21'09"E, 29.15 FEET TO A POINT 35 FEET RIGHT OF CENTER LINE STATION 4+60; THENCE N02°18'58"E, 85.00 FEET TO A POINT 35 FEET RIGHT OF CENTER LINE STATION 3+75; THENCE N15°18'39"E, 66.71 FEET TO A POINT ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 17, SAID POINT BEING 20 FEET RIGHT OF CENTER LINE STATION 3+10; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S87°41'02"E, 13.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,139 SQUARE FEET (0.072 ACRE) OF NEW LAND FOR FARM ROAD 17.

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

ATTACHMENT "A"  
(PAGE 2 OF 2)

AND,

A TEMPORARY CONSTRUCTION EASEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET RIGHT OF PROJECT CENTER LINE STATION 3+10, SAID POINT BEING ON THE EXISTING WEST RIGHT-OF-WAY LINE OF FARM ROAD 17; THENCE SOUTHWESTERLY ALONG THE ABOVE-DESCRIBED NEW RIGHT-OF-WAY LINE TO A POINT 35 FEET RIGHT OF CENTER LINE STATION 3+75; THENCE SOUTHERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 35 FEET RIGHT OF CENTER LINE STATION 4+60; THENCE SOUTHWESTERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 60 FEET RIGHT OF CENTER LINE STATION 4+75; THENCE SOUTHERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO THE CENTER OF BURNEY BRANCH, 60 FEET RIGHT OF CENTER LINE STATION 4+94.15; THENCE NORTHWESTERLY ALONG THE CENTER OF BURNEY BRANCH TO A POINT 75 FEET RIGHT OF CENTER LINE STATION 4+90.45; THENCE LEAVING SAID BRANCH, NORTHERLY TO A POINT 75 FEET RIGHT OF CENTER LINE STATION 4+66.51; THENCE NORTHEASTERLY TO A POINT 50 FEET RIGHT OF CENTER LINE STATION 4+51.51; THENCE NORTHERLY TO A POINT 50 FEET RIGHT OF CENTER LINE STATION 3+73.29; THENCE NORTHEASTERLY TO A POINT 35.39 FEET RIGHT OF CENTER LINE STATION 3+10; THENCE EASTERLY TO THE POINT OF BEGINNING.

CONTAINING 2,972 SQUARE FEET (0.068 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

THE ABOVE-DESCRIBED TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE ONE (1) YEAR AFTER COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE GRANTEE OF THE FARM ROAD 17 BRIDGE CONSTRUCTION PROJECT.

(END OF DESCRIPTIONS)

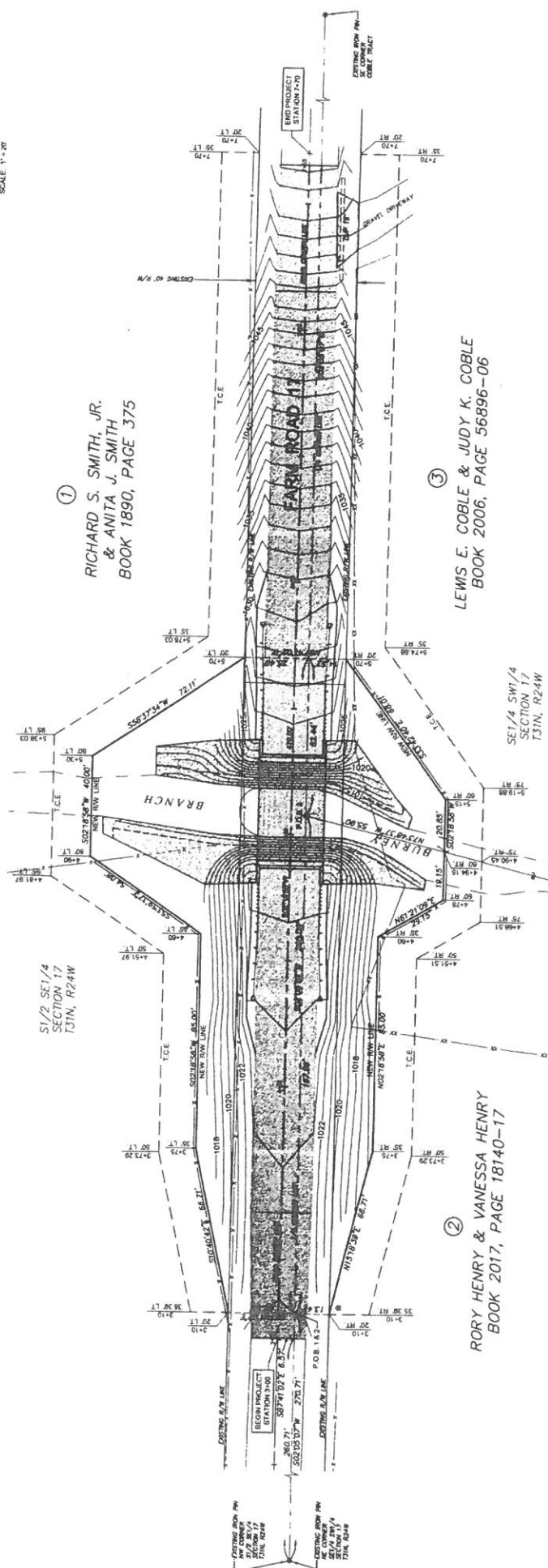
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Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3919  
Date: August 22, 2018



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

Land Surveying Corporation Certificate of Authority #2001011476

[illegible]

TRACT NUMBER	PROPERTY OWNER(S)	ADDRESS	SOURCE OF TITLE	EXISTING TRACT AREA	NEW RIGHT OF WAY (SQW)	TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)	REMAINING TRACT AREA
①	RICHARD S. SMITH, JR. & ANITA J. SMITH	11521 N. GARDEN ROAD 23 WALNUT GROVE ROAD 17	BOOK 1880, PAGE 17	80.09 ACRES	0.48 SQW FT. (0.48 ACRE)	7.76 SQ. FT. (0.178 ACRE)	79.85 ACRES
②	ROBY HENRY & VANESSA HENRY	11705 N. FARM ROAD 17 WALNUT GROVE, MO 65770	BOOK 17, PAGE 18146-17	17.83 ACRES	3.138 SQ. FT. (0.072 ACRE)	2.972 SQ. FT. (0.068 ACRE)	17.76 ACRES
③	LEWIS E. COBLE & JUDY K. COBLE	10803 N. FARM ROAD 17 WALNUT GROVE, MO 65770	BOOK 2008, PAGE 50896-08	11.40 ACRES	1.736 SQ. FT. (0.040 ACRE)	4.361 SQ. FT. (0.100 ACRE)	11.36 ACRES

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## WARRANTY DEED

THIS INDENTURE, made this 6<sup>th</sup> day of September, 2018 by and between **RICHARD S. SMITH, JR. and ANITA J. SMITH, 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.

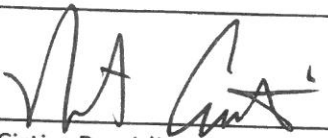
Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant 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: \_\_\_\_\_

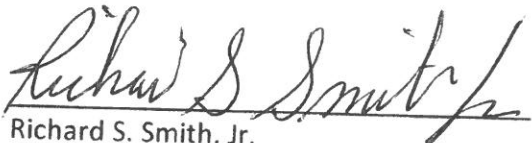
  
Robert Cirtin, Presiding Commissioner

  
Harold Bengsch, Commissioner District 1

  
Lincoln Hough, Commissioner District 2

  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

  
Richard S. Smith, Jr.

  
Anita J. Smith

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 6<sup>th</sup> day of September, in the year 2018, before me, a Notary Public in and for said state, personally appeared Richard S. Smith, Jr., 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, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office 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
--

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

PERSONAL ACKNOWLEDGMENT

On this 6<sup>th</sup> day of September, in the year 2018, before me, a Notary Public in and for said state, personally appeared Anita J. Smith, 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.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office 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
--

ATTACHMENT "A"  
(PAGE 1 OF 2)

TRACT NO. 1

GRANTOR: RICHARD S. SMITH, JR. AND ANITA J. SMITH  
(GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE,  
BOOK 1890, PAGE 375)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 17, BEING A PART OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST IN GREENE COUNTY, MISSOURI, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 17 FOR THE BRIDGE OVER BURNEY BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 17 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST; THENCE  $S02^{\circ}05'07''W$  ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 260.71 FEET; THENCE LEAVING SAID WEST LINE,  $S87^{\circ}41'02''E$ , 6.57 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 17 AT PROJECT CENTER LINE STATION 3+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE  $S02^{\circ}18'58''W$ , 470.00 FEET TO CENTER LINE STATION 7+70 FOR THE POINT OF TERMINATION.

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE NORTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 31 NORTH, RANGE 24 WEST; THENCE  $S02^{\circ}05'07''W$  ALONG THE WEST LINE OF SAID SOUTH HALF OF THE SOUTHEAST QUARTER, 270.71 FEET FOR THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE LEAVING SAID WEST LINE,  $S87^{\circ}41'02''E$ , 26.53 FEET TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 17, SAID POINT BEING 20 FEET LEFT OF PROJECT CENTER LINE STATION 3+10; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE,  $S10^{\circ}40'42''E$ , 66.71 FEET TO A POINT 35 FEET LEFT OF CENTER LINE STATION 3+75; THENCE  $S02^{\circ}18'58''W$ , 85.00 FEET TO A POINT 35 FEET LEFT OF CENTER LINE STATION 4+60; THENCE  $S53^{\circ}59'37''E$ , 54.08 FEET TO A POINT 80 FEET LEFT OF CENTER LINE STATION 4+90; THENCE  $S02^{\circ}18'58''W$ , 40.00 FEET TO A POINT 80 FEET LEFT OF CENTER LINE STATION 5+30; THENCE  $S58^{\circ}37'34''W$ , 72.11 FEET TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 17, SAID POINT BEING 20 FEET LEFT OF CENTER LINE STATION 5+70; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE,  $N87^{\circ}41'02''W$ , 25.48 FEET TO THE WEST LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 17; THENCE  $N02^{\circ}05'07''E$  ALONG SAID WEST LINE, 260.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,488 SQUARE FEET (0.149 ACRE) OF NEW LAND FOR FARM ROAD 17.

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

ATTACHMENT "A"  
(PAGE 2 OF 2)

AND,

A TEMPORARY CONSTRUCTION EASEMENT, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 20 FEET LEFT OF PROJECT CENTER LINE STATION 3+10, SAID POINT BEING ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 17; THENCE SOUTHEASTERLY ALONG THE ABOVE-DESCRIBED NEW RIGHT-OF-WAY LINE TO A POINT 35 FEET LEFT OF CENTER LINE STATION 3+75; THENCE SOUTHERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 35 FEET LEFT OF CENTER LINE STATION 4+60; THENCE SOUTHEASTERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 80 FEET LEFT OF CENTER LINE STATION 4+90; THENCE SOUTHERLY ALONG SAID NEW RIGHT-OF-WAY LINE TO A POINT 80 FEET LEFT OF CENTER LINE STATION 5+30; THENCE SOUTHWESTERLY TO A POINT ON THE EXISTING EAST RIGHT-OF-WAY LINE OF FARM ROAD 17, SAID POINT BEING 20 FEET LEFT OF CENTER LINE STATION 5+70; THENCE SOUTHERLY ALONG SAID EXISTING EAST RIGHT-OF-WAY LINE TO A POINT 20 FEET LEFT OF CENTER LINE STATION 7+70; THENCE LEAVING SAID RIGHT-OF-WAY LINE, EASTERLY TO A POINT 35 FEET LEFT OF CENTER LINE STATION 7+70; THENCE NORTHERLY TO A POINT 35 FEET LEFT OF CENTER LINE STATION 5+78.03; THENCE NORTHEASTERLY TO A POINT 95 FEET LEFT OF CENTER LINE STATION 5+38.03; THENCE NORTHERLY TO A POINT 95 FEET LEFT OF CENTER LINE STATION 4+81.97; THENCE NORTHWESTERLY TO A POINT 50 FEET LEFT OF CENTER LINE STATION 4+51.97; THENCE NORTHERLY TO A POINT 50 FEET LEFT OF CENTER LINE STATION 3+73.29; THENCE NORTHWESTERLY TO A POINT 35.39 FEET LEFT OF CENTER LINE STATION 3+10; THENCE WESTERLY TO THE POINT OF BEGINNING.

CONTAINING 7,768 SQUARE FEET (0.178 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

THE ABOVE-DESCRIBED TEMPORARY CONSTRUCTION EASEMENT SHALL TERMINATE ONE (1) YEAR AFTER COMPLETION OF CONSTRUCTION AND ACCEPTANCE BY THE GRANTEE OF THE FARM ROAD 17 BRIDGE CONSTRUCTION PROJECT.

(END OF DESCRIPTIONS)

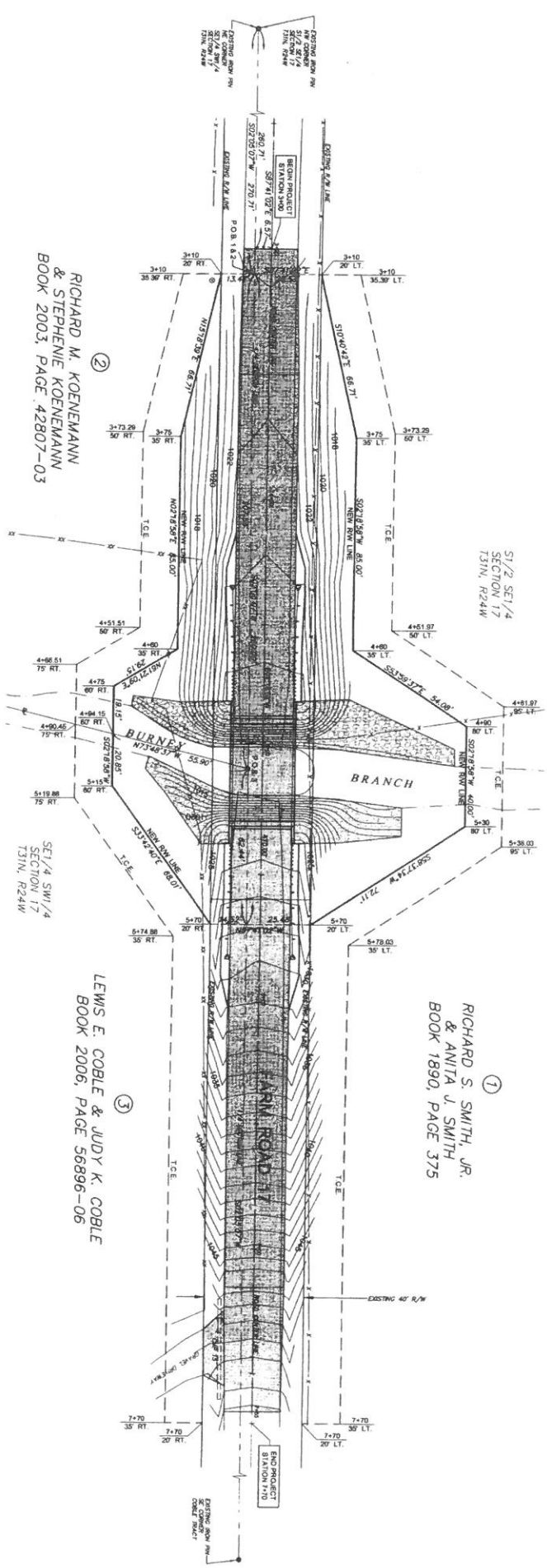
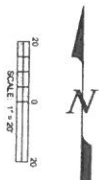
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Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3919  
Date: March 21, 2018

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

Land Surveying Corporation Certificate of Authority #2001011476



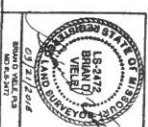


②  
 RICHARD M. KOENEMANN  
 & STEPHENIE KOENEMANN  
 BOOK 2003, PAGE 42807-03

①  
 RICHARD S. SMITH, JR.  
 & ANITA J. SMITH  
 BOOK 1890, PAGE 375

③  
 LEWIS E. COBLE & JUDY K. COBLE  
 BOOK 2006, PAGE 56896-06

TRACT NUMBER	PROPERTY (OWNERS)	ADDRESS	SOURCE OF TITLE	EXISTING TRACT AREA	NEW RIGHT OF WAY (RW)	TEMPORARY CONSTRUCTION EASEMENT (T.C.E.)	REMAINING TRACT AREA
①	RICHARD S. SMITH, JR. & ANITA J. SMITH	11521 N. FARM ROAD 23	BOOK 1890, PAGE 375	80.00 ACRES	6.488 SQ. FT. (0.148 ACRES)	7.798 SQ. FT. (0.179 ACRES)	79.85 ACRES
②	RICHARD M. KOENEMANN & STEPHENIE KOENEMANN	11701 N. FARM ROAD 17	BOOK 2003, PAGE 42807-03	17.63 ACRES	3.139 SQ. FT. (0.072 ACRES)	2.872 SQ. FT. (0.066 ACRES)	17.78 ACRES
③	LEWIS E. COBLE & JUDY K. COBLE	WALNUT GROVE, MO 65770	PAGE 56896-06	11.40 ACRES	1.738 SQ. FT. (0.040 ACRES)	4.381 SQ. FT. (0.100 ACRES)	11.38 ACRES



DATE		DRAWING REVISIONS		APPROVED BY	
		REMARKS			
<p>GREENE COUNTY, MISSOURI</p> <p>F.R. 17 BRIDGE</p> <p>OVER BURNLEY BRANCH</p> <p>RIGHT OF WAY</p> <p>PLAN</p>					
DATE	BY	DATE	BY	DATE	BY
JOB NO.	3818	DESIGN	LNC	SCALE	1"=20'
3/21/2014	3/21/2014	DRAWN	REV	SHEET	1 OF 1

---

**DRAINAGE EASEMENT**

THIS INDENTURE, made this 21<sup>st</sup> day of August, 2018, by and between **NIXON FARMS, LP**, of the County of Greene, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee." The mailing address of the Grantee is 940 Boonville Avenue, Springfield, Missouri 65802.

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

(SEE ATTACHMENT "A")

TO HAVE AND TO HOLD the same for use as a drainage way for storm water runoff, and for constructing and maintaining such drainage ways, channels, storm sewers, and storm water detention facilities together with all appurtenances necessary for the proper conveyance or storage of storm water runoff, or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the Grantee.

Said Grantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of storm water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the Grantee.

Said Grantor further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto 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.

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

ACCEPTED: Greene County Commission

DATE: \_\_\_\_\_

Robert Cirtin  
Robert Cirtin, Presiding Commissioner

Harold Bengsch  
Harold Bengsch, Assoc. Commissioner District 1

Lincoln Hough  
Lincoln Hough, Assoc. Commissioner District 2

Rick Artman  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

NIXON FARMS, LP

By:

Winifred Nixon  
Winifred Nixon

STATE OF MISSOURI )  
COUNTY OF GREENE ) SS.

ACKNOWLEDGMENT OF PARTNERSHIP

On this 21<sup>st</sup> day of August, in the year 2018, before me, a Notary Public in and for said state, personally appeared Winifred Nixon of Nixon Farms, LP, to me known to be the person who executed the foregoing instrument in behalf of said partnership and acknowledged to me that she executed the same for the purposes therein stated.

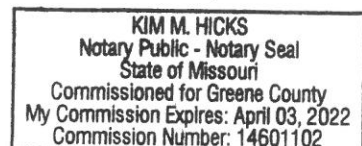
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri the day and year first above written.

Kim M. Hicks NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"





**ATTACHMENT "A"**  
(PAGE 1 OF 2)

TRACT NO. 1

GRANTOR: NIXON FARMS, LP (GRANTOR'S DEED FILED AT THE GREENE COUNTY  
RECORDER'S OFFICE, BOOK 2009, PAGE 50346-09)

**EASEMENT #1:**

A PERPETUAL DRAINAGE EASEMENT, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18, TOWNSHIP 29 NORTH, RANGE 20 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2009, PAGE 50346-09 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT A RAILROAD SPIKE AT THE COMMON CORNER OF SECTIONS 17, 18, 19 AND 20, TOWNSHIP 29 NORTH, RANGE 20 WEST; THENCE N88°21'35"W ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 303.80 FEET; THENCE LEAVING SAID SOUTH LINE, N01°38'25"E, 36.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132 FOR THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE N88°43'53"W ALONG THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132, A DISTANCE OF 50.17 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N38°23'55"E, 64.81 FEET; THENCE S51°36'05"E, 40.00 FEET; THENCE S38°23'55"W, 34.53 FEET TO THE POINT OF BEGINNING.

**EASEMENT #2:**

A PERPETUAL DRAINAGE EASEMENT, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 20 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2009, PAGE 50346-09 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 20 WEST; THENCE N87°57'11"W ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 83.60 FEET; THENCE LEAVING SAID SOUTH LINE, N02°02'49"E, 34.90 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132 FOR THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N33°28'42"W, 73.31 FEET; THENCE N56°31'18"E, 40.00 FEET; THENCE S50°25'56"E, 136.63 FEET TO THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132; THENCE N87°46'22"W ALONG THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132, A DISTANCE OF 98.32 FEET TO THE POINT OF BEGINNING.

**EASEMENT #3:**

A PERPETUAL DRAINAGE EASEMENT, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 20 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2009, PAGE 50346-09 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 20 WEST; THENCE N87°57'11"W ALONG THE SOUTH LINE OF

ATTACHMENT "A"  
(PAGE 2 OF 2)

SAID SECTION 17, A DISTANCE OF 622.32 FEET; THENCE LEAVING SAID SOUTH LINE, N02°02'49"E, 32.36 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132 FOR THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE N87°46'22"W ALONG THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132, A DISTANCE OF 40.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N02°13'38"E, 15.00 FEET; THENCE S87°46'22"E, 40.00 FEET; THENCE S02°13'38"W, 15.00 FEET TO THE POINT OF BEGINNING.

EASEMENT #4:

A PERPETUAL DRAINAGE EASEMENT, BEING PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 20 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2009, PAGE 50346-09 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 29 NORTH, RANGE 20 WEST; THENCE N87°57'11"W ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 192.22 FEET; THENCE LEAVING SAID SOUTH LINE, N02°02'49"E, 31.01 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132 FOR THE POINT OF BEGINNING OF THE EASEMENT DESCRIBED HEREIN; THENCE N87°46'22"W ALONG THE NORTH RIGHT-OF-WAY LINE OF FARM ROAD 132, A DISTANCE OF 81.02 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, N13°53'24"W, 75.23 FEET; THENCE N76°06'36"E, 36.80 FEET; THENCE S36°40'15"E, 105.99 FEET TO THE POINT OF BEGINNING.

ALL CONTAINING 12,853 SQUARE FEET (0.295 ACRE) OF PERPETUAL DRAINAGE EASEMENT.

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

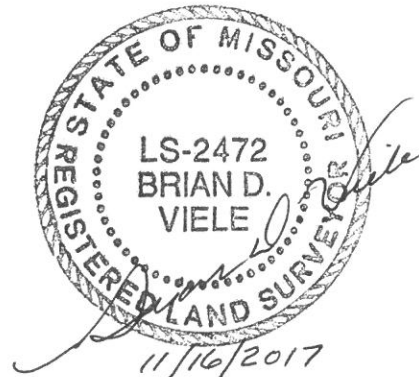
(END OF DESCRIPTIONS)

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Prepared by: Great River Engineering  
For: Greene County, Missouri  
Project No. 3483  
Date: 16 November 2017

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

Land Surveying Corporation Certificate of Authority #2001011476



## COMPARISON WORKSHEET

## General Revenue &amp; Road and Bridge

	<u>2017</u>	<u>2018</u>
Valuation	4,920,345,147	4,997,756,754
Tax Rate Ceiling	0.2541	0.2550
Rollback due to Sales Tax	0.1251	0.1332
50 % Sales Tax	6,392,301.26	6,885,027.25
Tax Rate to be Levied	0.1290	0.1218

Ex. D



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERTSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

ROBERT CIRTIN  
PRESIDING COMMISSIONER

HAROLD BENGSCHE  
COMMISSIONER, 1<sup>ST</sup> DISTRICT

LINCOLN P. HOUGH  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

September 18<sup>th</sup>, 2018

To Whom It May Concern:

The members of the Greene County Commission hereby appoint Wilson Hydro, LLC; through their office located at 112 W. 8<sup>th</sup> Street, Suite 200, Rolla, MO 65401; to provide professional services in the form of hydraulic modeling utilized for the Greene County Resource Management Department office located in Springfield, MO.

The cost of the "Hydraulic Modeling", including determination of water surface elevation, backwater effects, and localized water velocity, are estimated to be \$6,000.00, not to exceed \$7,500.00. Costs for all future hydraulic modeling services will be based on the rate table attached in Exhibit A.

After a review of the proposal and upon a recommendation of Mr. Kevin R. Barnes, PE, and Director of Resource Management for the County of Greene, hereby appoints Wilson Hydro, LLC to provide services mentioned above.

Thank You,

Chris Mericle  
Purchasing Director

GREENE COUNTY COMMISSION

Robert Cirtin,  
Presiding Commissioner

Harold Bengsch,  
Commissioner 1st District

Lincoln P. Hough,  
Commissioner 2<sup>nd</sup> District

## **Exhibit A**

### **WILSON HYDRO, LLC**

112 West 8<sup>th</sup> Street, Suite 200  
Rolla, Missouri, 65401  
Telephone 573-465-4209

#### Billing Rate Schedule Effective January 1, 2018

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer/Hydrologist	\$195
Expert Witness Testimony Deposition/Court	\$285

Subconsultants will be billed at cost plus 5 percent.

Reimbursable expenses include, but are not limited to, copies, prints, shipping charges, mileage, vehicle rental & fuel, equipment rental, travel, meals and lodging.

Mileage is reimbursable at \$0.55/mile.

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