

Bob Dixon  
Presiding Commissioner

Harold Bengsch  
1<sup>st</sup> District Commissioner

John C. Russell  
2<sup>nd</sup> District Commissioner



Shane Schoeller  
Clerk of the Commission

Christopher J. Coulter, AICP  
County Administrator

Megan Applegate  
Executive Assistant

## COUNTY COMMISSION

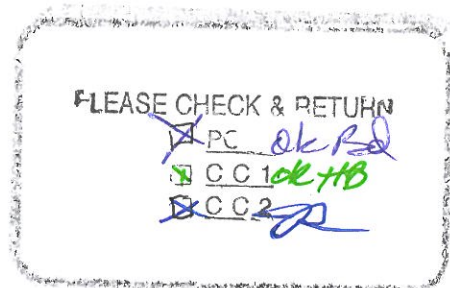
### Greene County, Missouri

(417) 868-4112

#### Greene County Commission Commission Briefing Agenda

Thursday, October 03, 2019

09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville



**Attendees:** Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Sheriff Jim Arnott, Major Royce Denney, Jeff Bassham, Donna Barton, Cindy Stein, Justin Hill, Jill Randolph, Rachel Hogan, Kevin Barnes, Rob Rigdon, Rick Artman, Adam Humphries, Chris Hatley and Katie Kull.

#### Informational Items

**Resource Management:** Rob Rigdon provided the Commission with updates. Rigdon explained that the Operations Center is nearing completion. There will be an open house on October 24<sup>th</sup>, more details will follow. The courtroom project will be on hold until the Family Justice Center moves out of their current space and into their new building, the closing date is set for the Tefft building for October 21<sup>st</sup>.

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

**(EX1)** MOU-Public Defender and Greene County. Chris Coulter presented the MOU. Commissioner Harold Bengsch moved to approve the MOU between the Public Defenders Office and Greene County. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

**Renewal of Public Safety Grant, Juvenile Office** Rachel Hogan and Jill Randolph presented grant info. Hogan gave a brief explanation of how grant funds benefit the Juvenile office. Commissioner John Russell moved to approve Presiding Commissioner Dixon to sign the public safety grant. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

**(EX2)** Cooperative Agreement with City of Fair Grove for Pavement Striping, Highway Dept. Adam Humphries presented the agreement. Commissioner John Russell moved to approve the cooperative agreement with the city of Fair Grove for pavement striping. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

**(EX3)** Acceptance of Tefft School Closing Purchase, Resource Management. Kevin Barnes presented the document and explained October 21 is set for closing on the property. Commissioner Harold Bengsch moved to approve the closing purchase of Tefft School on October 21<sup>st</sup>. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

**(EX4)** Warranty Deed, Highway Dept. Rick Artman presented the warranty deed. Commissioner John Russell moved to approve the warranty deed between Dawn E Almedia and Greene County. Commissioner Harold Bengsch seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none.

Other:

Sheriff Jim Arnott stated inmate count for the jail was 903.

With no other business the meeting was adjourned.

Bob Dixon  
*Presiding Commissioner*

Harold Bengsch  
*1<sup>st</sup> District Commissioner*

John C. Russell  
*2<sup>nd</sup> District Commissioner*



Shane Schoeller  
*Clerk of the Commission*

Christopher J. Coulter, AICP  
*County Administrator*

Megan Applegate  
*Executive Assistant*

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

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

**Thursday, October 03, 2019**  
09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville

Informational Items  
Resource Management

Items for Consideration and Action by the Commission  
MOU-Public Defender and Greene County, Chris Coulter

Renewal of Public Safety Grant, Juvenile Office

Cooperative Agreement with City of Fair Grove for Pavement Striping, Highway Dept.

Warranty Deed, Highway Dept.

Acceptance of Tefft School Closing Purchase, Resource Management

Other:

*REVISED 10/02/2019 @ 9:17 AM*



ex1

## Memorandum of Understanding

THIS Memorandum of Understanding (MOU), made this 3 day of October, 2019, by and between Greene County ("the County") and the Missouri State Public Defender (MSPD) and its Springfield Trial Office (Area 31) hereafter collectively referred to as "the Parties," mutually agree on the following:

WHEREAS, that the timely access to counsel is a fundamental right in both the United States of America and the State of Missouri;

WHEREAS, multiple factors, such as insufficient funding provided to MSPD, prompted the institution of a wait-list for legal services provided by MSPD;

WHEREAS, due to multiple factors, the citizens of Greene County have had to bear the significant burden of funding prolonged jail stays by defendants who are detained pre-trial during the pendency of their case;

WHEREAS, in an attempt to lessen the burden on county residents and timely resolve cases in its criminal courts for Greene County residents, the Parties agree as follows:

1. **Responsibilities.** Greene County agrees to provide funding, in an amount to be determined at its sole discretion, for the purposes of engaging private attorneys to represent indigent defendants who are charged with a criminal offense in Greene County, Missouri. MSPD agrees to continue to provide funding for the same purposes as its budget allows. MSPD and Area 31 MSPD shall administer all such funds by engaging private counsel in a timely fashion to represent indigent defendants who have been charged in Greene County and are currently being detained in the Greene County Justice Center without representation. MSPD further agrees to pay the cost of reasonable litigation expenses from its budget to be incurred as a result of such private representation provided the attorney utilizes MSPD's existing protocol for obtaining approval of such funds
2. The parties agree that Area 31 MSPD will produce and provide the County with a written report on a quarterly basis identifying and tracking the custody status of indigent defendants which were detained in the Greene County Justice Center that have been provided representation through this program.
3. **Term.** The term of this agreement shall commence on the date this Agreement is signed by the Parties and may continue for as long as the Parties mutually agree or until the Agreement is terminated by either Party.
4. **Rate of Compensation.** For all services rendered by private attorneys in furtherance of MOU, MSPD shall compensate such attorneys at the existing rate and policies currently utilized as part of its panel attorney program.
5. **Termination.** This agreement may be terminated by either party at any time.

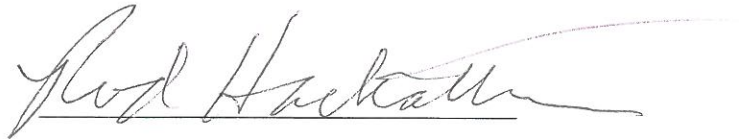
6. **No assignment or subcontracting.** Neither party may assign, subcontract, or otherwise transfer this Agreement or any of Independent Contractor's rights or obligations to perform all or any portion of the Services hereunder without the prior written consent of both Parties.
7. **Modification.** This Agreement may be amended only by a written instrument signed by all of the parties hereto.

SIGNED, this the 3<sup>rd</sup> day of October, 2019.



Michael Barrett

Director, Missouri State Public Defender

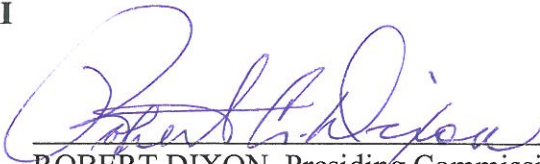


Rod Hackathorn,

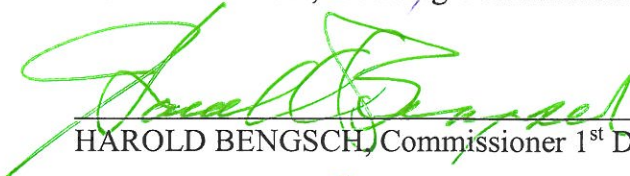
MSPD District Defender, Area 31

**GREENE COUNTY, MISSOURI**

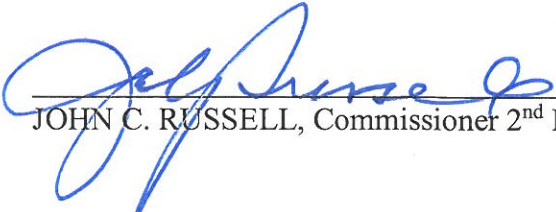
DATED: 10/3/2019

  
ROBERT DIXON, Presiding Commissioner

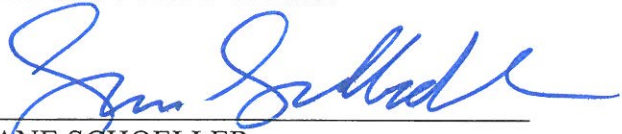
DATED: 10-3-2019

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

DATED: 10/3/2019

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

GREENE COUNTY CLERK:

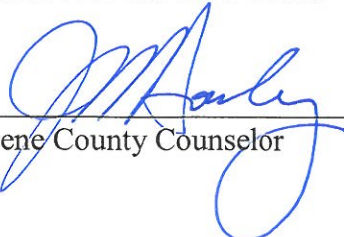
  
SHANE SCHOELLER  
Greene County Clerk

Auditor Certification

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

  
CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:

  
Greene County Counselor

ex2

## INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of September, 2019, between the City of Fair Grove (hereinafter referred to as "City") and Greene County, Missouri (hereinafter referred to as "County").

**WHEREAS**, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters; and

**WHEREAS**, the City maintains certain streets within its municipal boundaries and is desirous of controlling the cost of striping of paved surfaces by coordinating with the County's striping equipment; and

**WHEREAS**, County is agreeable to provide the City certain paint, labor and equipment to stripe certain farm roads which are located within the municipal boundaries of the City upon the terms and conditions of this Agreement which will serve to improve the network of roads throughout the County and public safety.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Greene County, by and through its Highway Department, agrees to perform and complete the longitudinal striping of those portions of the following roads (Identified in Exhibit A) which are located within the municipal boundaries of the City:

- a. Old Hwy 65 (Shelby Road): From West City Limits to US 65  
(approximately 0.5 miles)
- b. Orchard Boulevard (Farm Road 205): From South City Limits to North City Limits (approximately 1.8 miles)



2. Greene County, by and through its Highway Department, will provide the paint, labor and equipment to stripe the aforesaid mentioned portions of said roads, which will consist of edge, center line and/or center turn lane markings.
3. Striping materials utilized by County will consist of MoDOT approved water-born pavement striping paint and MoDOT approved Type I Glass Beads which shall be applied in conformity with MoDOT specifications.
4. Inspection of all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to striping.
5. The City shall reimburse the County for the actual labor and paint costs associated with the striping of said roadways. Promptly after completion of the striping, the County shall furnish the City an itemized bill for the actual labor, equipment and material costs incurred by the County in connection with the striping of the designated portions of said roadways. The City shall remit payment to the County within forty-five (45) days after the City's receipt of the County's invoice.
6. By striping certain roads located within the boundaries of the City, the County shall gain no interest in any constructed roadway or improvements or be obligated to paint or keep them in repair. Upon completion of the painting of said roadways, the City shall maintain the roadways for all purposes as part of its



street system, at its own cost and expense, and at no cost or expense whatsoever to the County.

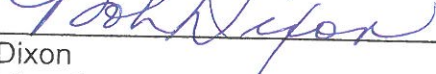
7. The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the State and, as such, the County and the City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the City or the County.
8. To the extent allowed or imposed by law, City shall defend, and indemnify and hold harmless the County, including County's Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person including personal injury or death, for any matter related to or arising out of the County's performance of its obligations under this Agreement. This provision does not, however, require City to indemnify, hold harmless, or defend the County from the County's own negligence.
9. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by Federal and State Constitutions, statutes, and laws.

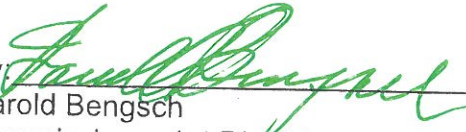
10. This Agreement sets forth the entire Agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. This Agreement may only be modified by written instrument executed by the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.


11. The City agrees to pass such orders, ordinances, or motions as may be necessary to implement the terms and conditions of this Intergovernmental Cooperative Agreement.

**IN WITNESS WHEREOF**, Greene County, Missouri, acting through its County Commission, and the City of Fair Grove, Missouri, acting through its Mayor have caused this Intergovernmental Cooperative Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Council, as of the day and year first above written, and hereby further agree that this Agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.


GREENE COUNTY, MISSOURI

By:   
Bob Dixon  
Presiding Commissioner

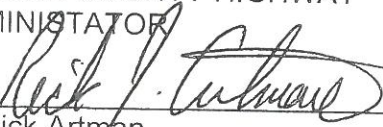
By:   
Harold Bengsch  
Commissioner 1st District

By:   
John C. Russell  
Commissioner 2nd District

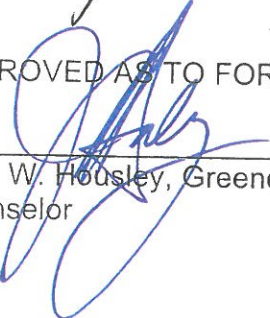
ATTEST:

By:   
Shane Schoeller, Greene County Clerk

GREENE COUNTY HIGHWAY  
ADMINISTRATOR

By:   
Rick Artman

APPROVED AS TO FORM:

By:   
John W. Housley, Greene County  
Counselor

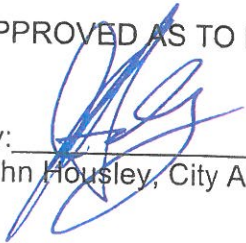
<sup>EG</sup>  
CITY OF ~~REPUBLIC~~ MISSOURI

By:   
Anthony Miller, Mayor

ATTEST:

By:   
Dana Louderbaugh, City Clerk

APPROVED AS TO FORM:

By:   
John Housley, City Attorney

ex3

The School District of Springfield, R-12

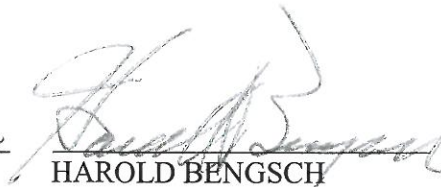
TRACT I: ALL OF LOTS ONE (1), TWO (2), AND THREE (3), ATKINSON'S SECOND ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.


TRACT II: ALL OF LOTS FOUR (4), SIXTEEN (16), SEVENTEEN (17), EIGHTEEN (18), AND NINETEEN (19), ATKINSON'S SECOND ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, ACCORDING TO THE RECORDED PLAT THEREOF.

1418 E. Pythian  
Springfield, MO 65802

**ACCEPTED:**

  
BOB DIXON  
Presiding Commissioner

  
HAROLD BENGSCH  
Commissioner 1<sup>st</sup> District

  
JOHN C. RUSSELL  
Commissioner 2<sup>nd</sup> District



ex4

## WARRANTY DEED

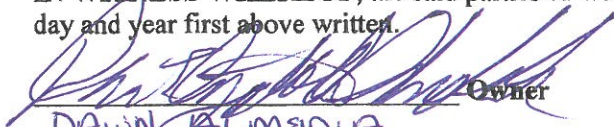
THIS INDENTURE, Made on the 1<sup>st</sup> day of October, 2019  
A.D. by and between DAWN ELIZABETH ALMEIDA,  
parties of the first part, Grantor, and Greene County, State of Missouri Grantee,  
Mailing Address: Greene County Courthouse, Springfield MO 65802, of the  
County of Greene, in the State of Missouri, party of the second part.

WITNESSTH, That the said parties of the first part, in consideration of  
the sum of One Dollars (\$1.00) and other good and valuable consideration, to said  
party of the second part, the receipt of which is hereby acknowledged, does by  
these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM, unto the  
said party of the second part, its heirs and assigns, the following described lots, tracts or  
parcels of land lying, being and situated in the County of Greene and 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 party of the second part, and unto its heirs and assigns forever,  
the said parties of the first part hereby covenanting that they are lawfully seized of an  
indefeasible estate in fee in the premises herein conveyed; that they have 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 said party of the second part 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 parties of the first part has hereunto set its hand the day and year first above written.

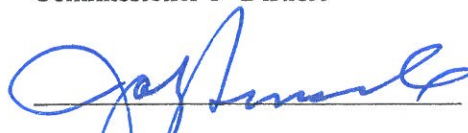
  
DAWN ALMEDIA  
Owner


ACCEPTED: Greene County Commission

DATE:

  
Bob Dixon,  
Presiding Commissioner

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

  
John C. Russell,  
Commissioner 2<sup>nd</sup> District

  
Rick Arman, Administrator  
Greene County Highway Department

STATE OF MISSOURI       )  
  ) ss.  
COUNTY OF Greene )

On the 1<sup>st</sup> day of October, 20 19,  
before me personally appeared Dawn Almeida

to me known to be the person(s) described in and who executed the foregoing instrument, and  
acknowledged he/she executed the same as him/her free act and deed.

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

Kim M. Hicks, Notary Public  
Kim m. Hicks

My Commission Expires: April 3, 2022

**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION EASEMENT DESCRIBED AS FOLLOWS:**

ALL THAT PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTHWEST CORNER OF LOT 1 OF THE FIRST ADDITION TO HAMPDEN PARK, A SUBDIVISION RECORDED IN BOOK N, PAGE 38, IN THE GREENE COUNTY RECORDERS OFFICE, GREENE COUNTY, MISSOURI;

**THENCE** SOUTH 89°02'20" EAST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 13.19 FEET TO THE **POINT OF BEGINNING**;

**THENCE** SOUTH 89°02'20" EAST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 20.01 FEET;

**THENCE** SOUTH 02°15'02" WEST, A DISTANCE OF 175.60 FEET;

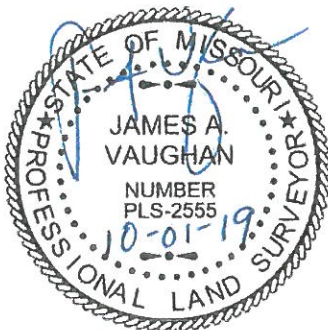
**THENCE** NORTH 87°44'58" WEST, A DISTANCE OF 20.00 FEET;

**THENCE** NORTH 02°15'02" EAST A DISTANCE OF 175.00 FEET TO THE **POINT OF BEGINNING**; (AS ILLUSTRATED IN SKETCH EXHIBIT "B")

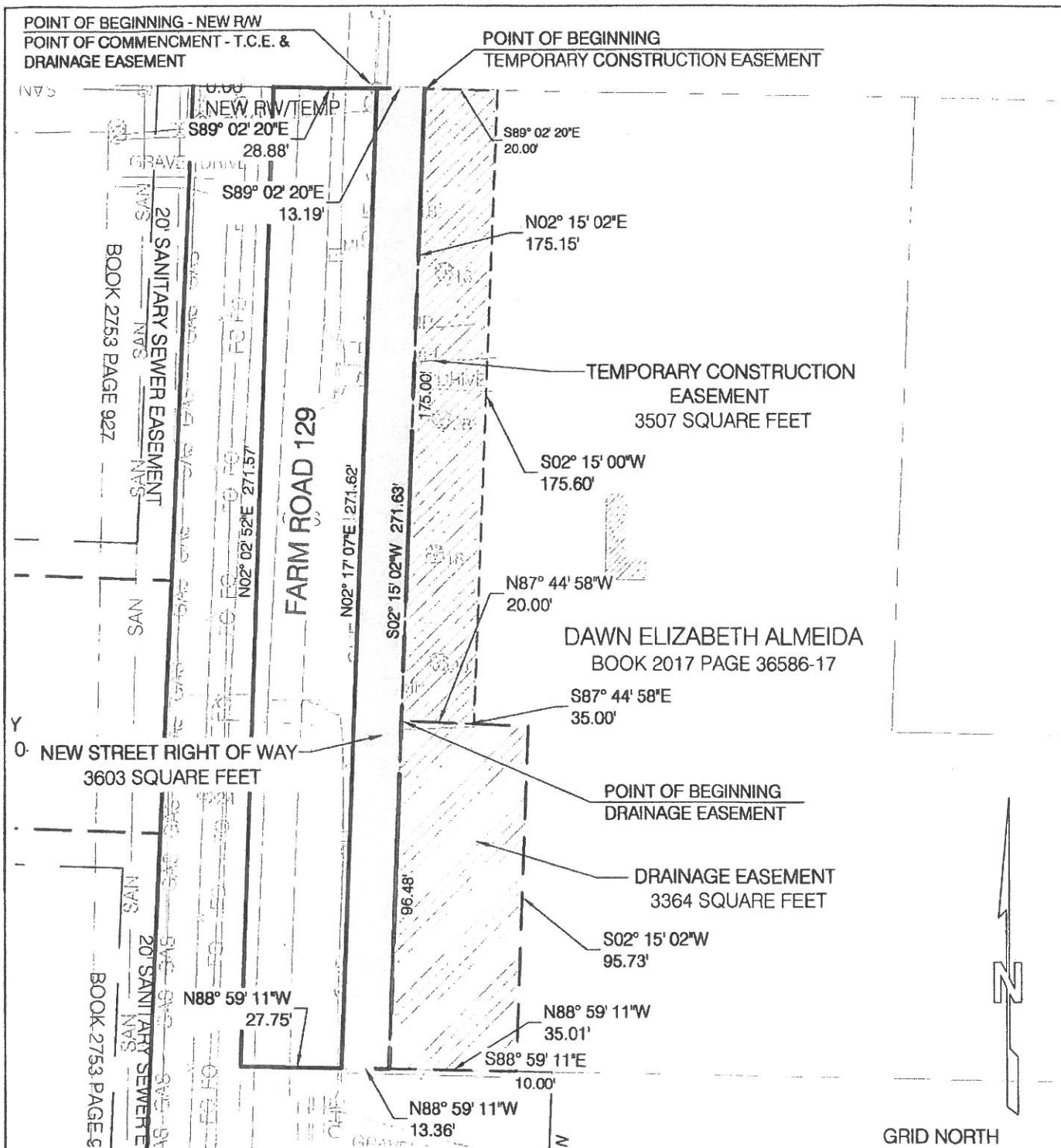
CONTAINING 3507 SQUARE FEET

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; CORPORATE LAND SURVEY, CERTIFICATE OF AUTHORITY NUMBER 2007008003.

TEMPORARY CONSTRUCTION EASEMENT WILL EXPIRE UPON COMPLETION OF THE PROJECT FOR WHICH IT IS INTENDED.







THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF NEW AND EXISTING STREET RIGHT OF WAY, A TEMPORARY CONSTRUCTION EASEMENT AND A DRAINAGE EASEMENT.

GRID NORTH  
MISSOURI COORDINATE SYSTEM  
1983 CENTRAL ZONE  
SCALE 1"=40'

DATE 09/26/19 CJW PROJECT No. 16017

5051 S. National  
Suite 7A  
Springfield, MO 65810  
Tel: 417.889.3400  
Fax: 417.889.3402  
www.GoCJW.com

SKETCH EXHIBIT "B"  
DAWN ELIZABETH ALMEIDA  
NEW STREET RIGHT OF WAY/TEMPORARY CONSTRUCTION EASEMENT/  
DRAINAGE EASEMENT  
FARM RD. 146 AND FARM RD. 129  
& PART OF THE NE 1/4 SE1/4 OF S 29, T 29 N, R 22 W  
GREENE COUNTY, MISSOURI

Prepared by:  
**CJW**  
CJW Transportation  
Consultants, L.L.C. Engineering  
MO C.A. #2007008003