

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
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

Thursday, April 8, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN



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, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Donna Barton and Laura Merriman.

Teleconference Attendees: Jeff Scott, Rick Kessinger, David Jackson, Rob Rigdon, John Harris, Dr. Nancy Yoon, Rick Kessinger, Mike Cagle, Kevin Barnes, Cindy Stein, Tina Phillips, Mike Cagle, Jeff Bassham, Tim Davis, Allen Icet and Justin Hill.

Informational Items

Health Department-Dr. Yoon

- COVID-19 cases remain stable
- Variant has been identified in Greene County but are watching for any increases.
- 33% have one dose, 22% have two doses.
- Tomorrow all phases in the state of Missouri will be able to get vaccinated.
- Springfield City Council approved Yellow phase, will remove occupancy restrictions, mass gatherings will be permitted with up to 500 people with social distancing and masking. Masking still required in the City of Springfield.

Resource Management-Kevin Barnes

- Jail Project update.
- BOA study session reminder for today.

Juvenile-Bill Prince

- Juvenile office is seeing a rise in numbers of referrals for delinquency cases.
- Abuse and Neglect numbers are on the rise.
- No update on raise the age, hoping for an answer in the next month or so.

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: James River Basin Agreement for Water Quality Education and Outreach, Resource Management

Commissioner John Russell moved to approve the James River Basin Agreement for Water Quality Education and outreach. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX2) Discussion and Possible Vote: Real Estate Agreement for 4611 E. FR 174, Rogersville, Resource Management

Commissioner Rusty MacLachlan moved to approve the real estate agreement for 4611 E. Farm Road 174. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX3) Discussion and Possible Vote: MO Institute of Natural Science Lease Agreement, Resource Management

Commissioner John Russell moved to approve the lease agreement with the Missouri Institute of Natural Science. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX4) Discussion and Possible Vote: MO Institute of Natural Science Sponsorship Agreement, Resource Management

Commissioner Rusty MacLachlan moved to approve the Sponsorship agreement with Missouri Institute of Natural Science. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX5) Discussion and Possible Vote: Third Amendment to Lease Agreement for 6th Floor; Prosecutor's Child support Office, to add shredding services, Purchasing

Commissioner John Russell moved to approve the third amendment to the lease agreement for the PA's office which adds shredding services. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Missouri Clean Energy District for Commercial PACE, Commission Office

Commissioner John Russell moved to table the action item for joining Commercial PACE. Commissioner rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



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

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

Thursday, April 8, 2021
9:30 AM
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Informational Items
Health Department
Resource Management
Sheriff
Juvenile

Items for Consideration and Action by the Commission

Discussion and Possible Vote: James River Basin Agreement for Water Quality Education and Outreach, Resource Management

Discussion and Possible Vote: Real Estate Agreement for 4611 E. FR 174, Rogersville, Resource Management

Discussion and Possible Vote: MO Institute of Natural Science Lease Agreement, Resource Management

Discussion and Possible Vote: MO Institute of Natural Science Sponsorship Agreement, Resource Management

Discussion and Possible Vote: Third Amendment to Lease Agreement for 6th Floor; Prosecutor's Child support Office, to add shredding services, Purchasing

Discussion and Possible Vote: Missouri Clean Energy District for Commercial PACE, Commission Office

Other:

Revised on 4/7/2021 @ 8:28 AM

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

ex1



(417) 836-8878 T. SMITH
(417) 836-4847 B. STOCK
(417) 836-3756 T. WILKINSON
FAX: (417) 836-8879

MAILING ADDRESS:
901 S. NATIONAL, PCOB
SPRINGFIELD, MO 65897

PHYSICAL ADDRESS:
117 PARK CENTRAL SQUARE
SPRINGFIELD, MO 65806

BOARD OF DIRECTORS:

PRESIDENT

- DAVE COONROD

VICE-PRESIDENT

- JASON FRANTZ

SECRETARY

- TRAVIS COSSEY

- DR. BETH BOWLES

- STEVE CHILDERS

- DAN CHILES

- LOUANNE DANNER

- GORDON DAY

- JIM FOSSARD

- JESSICA HAYES

- BUD HOGAN

- DAN HOY

- RAY JONES

- JIM LUMPE

- BRIAN SHIPMAN

- MILES SWEENEY

- DR. BOBBY WIXSON

- DR. MARK WOOD

STAFF:

INTERIM DIRECTOR

- TIM SMITH

PROJECT MANAGER

- BRENT STOCK

MEMBERSHIP &

COMMUNICATIONS

MANAGER

- TODD WILKINSON

SUPPORTED IN PART BY:

- CONCERNED WATER

QUALITY CITIZENS

- MISSOURI DEPARTMENT OF

NATURAL RESOURCES

- MISSOURI STATE UNIVERSITY

- BASS PRO SHOPS

- CITY OF NIXA

- CITY OF OZARK

- CITY OF REPUBLIC

- CITY OF SPRINGFIELD

- CITY UTILITIES

- GREENE COUNTY

SERVICES AGREEMENT

CLIENT NAME: Greene County Resource Management

CONTACT: Tim Davis

ADDRESS: 940 Boonville Springfield, MO 65802

EMAIL: tdavis@greencountymo.gov

PHONE: 417-868-4147

GENERAL CONTRACT INFORMATION

CONTRACTOR: James River Basin Partnership

CONTACT: Tim Smith

ADDRESS: 901 S. National Ave., PCOB Springfield, MO 65897

EMAIL: twsmith@missouristate.edu

PHONE: 417-836-8878

CONTRACT TITLE: Water Quality Education and Outreach

CONTRACT PERIOD: January 1, 2021 – December 31, 2022

THIS AGREEMENT, made and entered into this 24th day of March, 2021, between Greene County, Missouri (hereinafter "County") and the James River Basin Partnership (hereinafter "Contractor")

WHEREAS, the County desires to engage the Contractor to render certain professional services hereafter described in Attachment A.

TOTAL COMPENSATION NOT TO EXCEED: County agrees to pay Contractor an amount not to exceed, \$21,000 annually for Tasks 1 through 6. Tasks 1, 3, and 4 will be billed on a lump sum basis. Tasks 2, 5, and 6 will be billed on a not-to exceed basis up to the amounts shown in Attachment A.

CANCELLATION POLICY: Should there be a need by the Contractor or the Client to cancel this contract, it will be mutually understood that no fees will be paid; reasonable and necessary expenses incurred prior to cancellation will be addressed on a case-by-case basis.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

GREENE COUNTY, MISSOURI

By: [Signature]
Presiding Commissioner

By: [Signature]
Commissioner District 1

By: [Signature]
Commissioner District 2

By: [Signature]
County Clerk

Approved as to form: [Signature]
County Counselor

JAMES RIVER BASIN PARTNERSHIP

By: [Signature]
Chair or Vice-Chair

By: [Signature]
Director

AUDITOR CERTIFICATION FOR GREENE COUNTY, MO: 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.

By: _____
County Auditor

Task 4 – Develop an Animal Waste Brochure

JRBP will work with County staff to develop an animal waste brochure that addresses impacts of animal waste, including pets, livestock and resident non-migratory waterfowl.

Task 5: Rainwater Harvesting

Continue rain barrel rebate program - \$5 administration fee per rebate and 10-cents per gallon rebate not to exceed \$1,500 for administration fees and rebates (The total rebate is \$0.50 per gallon with an administrative fee of \$25. These costs are shared 60% by City of Springfield, 20% by City Utilities, and 20% by Greene County.

Task 6 – Septic Tank Pump-out Rebates

Provide a \$50 rebate for septic tank pump-outs in the James River watershed in Greene County. This rebate will add to an existing \$50 rebate currently offered by James River Basin Partnership, and also to a \$50 rebate being offered through City Utilities for the James River watershed upstream of Lake Springfield. This items will be billed based upon the actual number of pump-out requests received in these areas. For budgeting purposes, it is estimated that 50 requests will be received, totaling \$2,500.

Fees:

Task 1: \$ 10,000

Task 2, not to exceed: \$ 3,500

Task 3: \$ 1,000

Task 4: \$ 2,500

Task 5, not to exceed: \$ 1,500

Task 6, not to exceed: \$ 2,500

TOTAL, not to exceed: \$ 21,000 per year

Fees include mileage and incidental supplies. Fees for Tasks 1, 3 and 4 will be billed on a lump sum basis, to be billed as follows: 50% at mid-calendar year and 50% at the end of the calendar year. Billing amounts for Tasks 2, 5 and 6 will be based upon the actual expenditures up to the maximum amounts stated.

ATTACHMENT A

INTRODUCTION

Greene County recognizes the importance of water quality education and outreach in protecting and improving the region's water resources and is federally-mandated to provide such education and outreach through its Municipal Separate Storm Sewer System (MS4) permit. The Environmental Division of the Greene County Resource Management Department desires to contract with James River Basin Partnership (JRBP) to assist with water quality education and outreach in the community. The start date of this contract is on or about January 1, 2021 and will continue through December 31, 2022 or until the contract funds have been expended or the contract has been terminated. JRBP will provide an annual summary of activities accomplished in this period upon the County's request for inclusion in the MS4 annual report.

SCOPE

Task 1: General Education and Outreach

JRBP will provide information to the public about stormwater issues and available programs, including but not limited to the lawn steward soil testing program, rain barrel rebate program, and Yard Ethic, through local exhibits, social media, newsletters, and other opportunities as they arise.

- Provide information at 5 local events
- Post a minimum of 12 related posts on social media
- Provide info in 2 JRBP newsletters
- Produce educational videos for septic tank pump-outs to supplement brochures available through Greene County. Post videos on YouTube.

Task 2 - Implement Lawn Steward Program for Greene County Residents

JRBP will implement a comprehensive education and outreach campaign to reduce over-fertilization of lawns and increase infiltration of stormwater runoff by improving soil health. The Lawn Steward program will provide a free soil test and nutrient management plan (NMP) for residential or commercial lawns within watersheds that are tributary to the James River (including Farmer Branch, Hunt Branch, James River tributaries upstream of Blackman intake, Pearson Creek, Schuyler Creek, Ward Branch, and Wilson Creek and tributaries). JRBP will:

- Complete a minimum of 10 NMPs per year within the designated subwatersheds, dependent on willing participants.

Task 3 – Integrated Plan Field Day

Coordinate with Watershed Committee of the Ozarks and City, County, and CU staff to organize an annual Integrated Plan Field Day. As a part of the 2021 Field Day, JRBP staff will prepare and give a presentation on history and background of Greene County and Springfield water quality programs.

ex2

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, by and between **EDGEFIELD PROPERTIES, LLC** (hereinafter referred to as "Seller"), and **GREENE COUNTY, MISSOURI**, a county of the first class without a charter form of government (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Seller is the owner of property located at 4611 East Farm Road 174, Rogersville, Missouri (Parcel ID: 88-19-14-100-010); and legally described as:

BEGINNING AT THE CENTER OF SECTION FOURTEEN (14), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21); THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 208.7 FEET; THENCE NORTH 208.7 FEET; THENCE WEST 208.7 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE¼); THENCE SOUTH 208.7 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI.

WHEREAS, Buyer desires to acquire said real property together with all appurtenances thereon, and Seller desires to convey all of Seller's right, title and interest in the real estate, pursuant to this Agreement on the date and at the time provided for herein, hereinafter referred to as the "Closing Date"; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements relating to the sale.

NOW, THEREFORE, in consideration of promises and mutual representations, warranties, and covenants herein contained, the Seller and Buyer hereby agree as follows:

1. Transfer of Real Estate - For the promises herein provided, Seller shall transfer and convey by General Warranty Deed to Buyer, and Buyer shall acquire from Seller, subject to the terms and conditions herein set forth, all of the Seller's right, title and interest in and to a parcel of real property, including all improvements thereon, commonly known as 4611 East Farm Road 174, which is legally described above, including all improvements thereon, free and clear of any and all liens and encumbrances.

2. Purchase Price and Payment. Subject to the contingencies set forth in Paragraph 3 of this Agreement, the Purchase Price to be paid for the aforementioned Premises shall be the sum of ONE HUNDRED THIRTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$138,000.00) due at Closing.

3. Contingencies. In the event the following contingencies are not satisfied, Buyer may elect to terminate this agreement which shall become null and void and of no further force and effect. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Seller with written notice detailing the reason for the failure of the contingency within ten (10) days of the Closing Date, otherwise the performance is deemed waived. This Agreement and Buyer's performance are expressly contingent on the following:

- (a) Title Commitment – Seller, at Buyer's expense, shall furnish a title insurance commitment issued by a title insurance company reasonably acceptable to Buyer (the "Title Company") on the now current ALTA standard form "B" policy. The commitment shall certify Seller has good and merchantable fee simple title to the above-described Premises as of the date of Closing subject to the standard commitment exceptions. Said commitment shall be issued within thirty (30) days before the date of Closing along with copies of all documents referred to as Exceptions therein. Buyer shall have fifteen (15) days after the receipt of the commitment and documents to review and make objections to title. If Buyer fails to make written objections to the title in a timely manner, Buyer shall be deemed to have waived its objections. Should Buyer deliver to Seller its written objections to title, Seller shall have until Closing to remove all such defects or objections or to provide assurances acceptable to Buyer that the same will be removed at or before Closing. In the event Seller is unable to assure, or provide assurance with respect to any and all such defects or objections by Closing, Buyer may, at its option, extend the date for Closing an additional thirty (30) days, terminate this agreement, or waive its objections and proceed to Closing. Buyer shall have the right to obtain the commitment to insure title in the amount of the Purchase Price of the property from a title company and Buyer shall pay the premium for the title policy.
- (b) Environmental Audit and Assessment – Buyer, at Buyer's expense, shall have the right to inspect, conduct soil tests, core samples, engineering, structural and mechanical studies and investigate the Premises and the structure thereon to determine any physical, structural, mechanical or topographic conditions which would impede the Buyer's intended use and development of the property, or the presence of hazardous substances on the Premises, all at Buyer's own expense. An environmental assessment company, on Buyer's behalf, will conduct a risk assessment concerning the property to determine the presence of any hazardous substances on or under the Premises, and supply Buyer with all environmental test results and risk assessment reports pertaining to all hazardous substances or any required remediation that may be necessary to the structure on the Premises or in the soil or ground water under the property. Seller shall give Buyer and its inspectors reasonable access to the Premises to complete the required inspections and investigations. Buyer will repair the Premises to a condition reasonably similar to its conditions prior to its investigation. All inspections and environmental assessments of the Premises shall be conducted within thirty (30) days of the date of the execution of this agreement.

4. Leases – Seller represents and warrants to Buyer that there is no lease in force and such representation and warranty shall survive the Closing date. Seller shall not execute any agreements relating to the premises after the parties' execution of this agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Seller shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

5. Environmental. Seller, to the best of its knowledge and belief, hereby states:
- (a) There are no abandoned wells, agricultural or drainage wells, disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Premises;
 - (b) There is and has been no hazardous waste or hazardous materials, including but not limited to asbestos stored, generated, treated, transported, installed, dumped, handled or placed in, on or about the Premises;
 - (c) At no time have any federal or state hazardous waste clean up funds been expended with respect to any of the Premises;
 - (d) There has never been any release from any underground storage tank in real property contiguous to Premises which has resulted in any hazardous substance coming in contact with the Premises;
 - (e) Seller has not received any directive, citation, notice, letter or any other communication whether written or oral from the Environmental Protection Agency, the Missouri Department of Natural Resources, or any other governmental agency with authority under any environmental laws, or any person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Premises, or any violation of any environmental laws; and
 - (f) Neither the Premises nor any real property contiguous to the Premises nor any predecessors entitled to the Premises are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority to any removal or remediation obligations under any environmental laws.
6. Closing:
- (a) Closing shall occur ten (10) days after the Seller's receipt of the title report and environmental audit of the premises and provided the contingencies to closing delineated in Paragraph 3 of this Agreement have been satisfied or released by Buyer subject to the foregoing, Closing shall occur no later than June 1, 2021. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of Meridian Title Company in Springfield, Missouri, which is the title company insuring the property. Buyer shall deliver its check sufficient to pay Buyer's payment obligation of the balance of the purchase price and closing costs, less the real estate taxes for any prior years which are unpaid, and all other documents necessary to complete Closing. If a closing fee is charged, the cost will be paid by the Buyer. The recording fee shall be paid by the Buyer.

- (b) Seller hereby waives any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Seller shall execute and deliver to Meridian Title Company, as Escrow Agent, a Warranty Deed for the Premises in recordable form, duly executed, and acknowledged by Seller, conveying title to the Premises to Buyer, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description, except any easements, rights of way, or conditions of record accepted by Buyer. Said Warranty Deed shall be delivered by Escrow Agent to Buyer for recording upon notification from Seller that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.
- (d) Seller and Buyer agree to hold harmless Escrow Agent from any actions taken under this Agreement, and in the event Escrow Agent is brought into any litigation between Seller and Buyer, Seller and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Seller will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Seller has no knowledge of proposed improvements to be paid for by special assessment or fee. Seller further agrees to furnish all assurances, indemnities, deposits or other requirements of the insuring title company in order for the owner's title insurance policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records.
- (f) The parties agree the taxes shall be prorated as of the date of Closing and Seller shall be responsible for the payment of its pro rate share of all property taxes accrued as of the date of Closing which shall be deducted from the Purchase Price.

7. Remedies Upon Default - Seller or Buyer shall be in default under this Agreement if either fails to comply with any material provision within the time limits required by this Agreement. If either party defaults the party claiming a default shall notify the other party, in writing, of the nature of the default and terminate this Agreement, or extend the time for performance by written documents signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. In the event of such a default by either party hereto, the non-defaulting party shall have all rights granted under the laws of Missouri, in order to enforce non-defaulting party's rights, including specific performance, unless this Agreement is terminated, in which event neither party shall have any further obligations to the other. If legal action is brought arising out of such a default, the prevailing party shall be entitled to a reasonable attorney fee.

8. Following Closing: After Closing, Seller shall:

- (a) Be entitled to remain in possession of the premises until June 30, 2021 whereupon Seller shall turn over possession of the premises and the

residence located thereon in as good a condition as it existed on the date of Closing, normal wear and tear excepted. Seller shall not be required to pay rent to Buyer until after the above date.

- (b) Cause the utilities to remain in the name of Seller until possession of the premises is delivered to Buyer. Seller agrees to be responsible for the payment of all utilities and shall hold Buyer harmless from the payment of all utilities at the Premises after Closing until possession of the premises is delivered by Buyer.
- (c) Hold Buyer harmless from any and all costs and expenses of maintenance, repair and improvement of said Premises incurred by Seller or at Seller's direction or request.
- (d) Maintain the current policy of insurance that is in force for fire and extended coverage on said Premises and shall name the Buyer as an additional insured on said policies. Seller shall maintain adequate liability insurance. Seller shall hold Buyer harmless up to the statutory liability damage cap set forth in Section 537.610, RSMo in the event of any injury sustained on the subject property. This language is not intended to act as a waiver or limitation of the County's rights or defenses with respect to sovereign immunity under Missouri law.
- (e) Seller shall be entitled to remove from the residence on the premises the following items of personal property:
 - Major Appliances (including but not limited to: stove/oven, refrigerator, dish washer, etc.)
 - Cabinets
 - HVAC equipment
 - Interior doors
 - Light and plumbing fixtures

9. Broker's Commission. The Buyer and Seller separately warrant that they did not receive the services of a real estate agent, and therefore, no real estate commission of any kind shall be due upon Closing of the property from Buyer or Seller.

10. Risk of Loss. The risk of loss or damage to the property prior to Closing by fire, other casualty, act of God, or any other event, shall be on Seller. If prior to Closing the property is damaged by such an occurrence, then Buyer, at its option, shall have the right to terminate this Agreement. If Buyer does not elect to terminate this Agreement, then Seller shall repair any such damage prior to Closing from any insurance proceeds received or Buyer shall be allowed to deduct from the Purchase Price an adequate amount to affect such repairs or elect to receive any insurance proceeds payable to Seller.

11. Execution - The execution and delivery of facsimile transmissions of this Agreement shall constitute legal and binding obligations of the parties. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Agreement.

12. Time is of the Essence - Time is of the Essence in the performance of each provision of this contract by the parties. All references to a specific time shall mean central time. All references to periods of days shall mean calendar days, unless otherwise provided.

13. Binding Effect - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Missouri.

14. Entire Agreement - This Agreement and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Agreement, which supersedes all prior Agreements, and this Agreement may not be changed, modified or amended, in whole or in part, except by written documents signed by all parties.

15. Survival of Provisions - To the extent necessary to carry out the intent of this Agreement, the provisions herein shall survive the closing/settlement of this transaction.

16. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Seller. Seller may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

17. Governing Law - This contract shall be governed by the laws of the State of Missouri. This contract is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

Dated: 4-6-2021

Dated: 4/6/21

"SELLER"

By: Suzanne B. Lennard, Trustee
Suzanne B. Lennard
Trustee, Managing Member
Edgefield Properties, LLC

By: Ted A. Lennard, Manager
Ted A. Lennard
Manager
Edgefield Properties, LLC

Dated: 04/08/2021

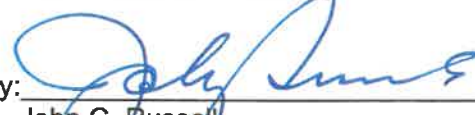
Dated: 4/8/2021

Dated: 4/8/2021

"BUYER"
GREENE COUNTY, MISSOURI

By: 
Bob Dixon
Presiding Commissioner

By: 
Rusty MacLachlan
Commissioner 1st District

By: 
John C. Russell
Commissioner 2nd District

COUNTY CLERK

By: _____
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.

By: _____
Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

By: 
Greene County Counselor

EX3

FUNDING MEMORANDUM AND
LEASE EXTENSION AND AMENDMENT FOR
THE MISSOURI INSTITUTE OF NATURAL SCIENCE
FOR CALENDAR YEAR 2021

This funding memorandum is made and agreed to this ____ day of ____, 20__,
by and between Greene County, Missouri (hereinafter "County") and the Missouri Institute of
Natural Science, a Missouri not for profit corporation (hereinafter "MINS").

WHEREAS, a lease agreement was entered into on the 28th day of December 2010
between the County and MINS (hereinafter "Lease Agreement") for control of River Bluff
Cave and for buildings to be used for a natural science museum with the understanding Matt
Forir, Greene County Geologist, would direct and operate the museum, in addition to his other
duties, during its formation, and

WHEREAS, the terms of the Lease Agreement have been carried out to the satisfaction of
both parties for the educational betterment of the community since its inception, and

WHEREAS, the parties now agree that County shall make an annual sponsorship to
MINS as outlined in the Sponsorship Agreement, and

WHEREAS, the parties agree the term of the Lease Agreement referenced above should
restart as of this year, and

WHEREAS, the Board of Directors of MINS has approved a budget of \$100,000
for the calendar year of 2021 and has requested funding from the County.

NOW THEREFORE, it is agreed by and between the parties hereto as follows:

1. The County will provide funding to MINS in the amount of \$64,500.00
upon execution of this Funding Memorandum.
2. MINS will provide its own utilities service and maintenance and employ a
CEO to oversee its operations and fund raising.
3. MINS will provide all services as outlined in the Sponsorship Agreement.

Missouri Institute of Natural Science 2021 Proposed Budget

Income

400 Contributions	\$ 3,000.00
410 County Grant	64,500.00
415 Other Grants	5,000.00
420 Special Event Income	6,000.00
430 Birthday Parties	1,500.00
435 Field Trips Income	2,000.00
440 Gift Shop	8,000.00
499 PPP Loan	10,000.00
Total Income	<u>100,000.00</u>

Expenses

600 Wages	35,530.00
605 Payroll Taxes	2,700.00
620 Telecommunications	1,600.00
630 Trash Service	450.00
635 Alarm Service	840.00
640 Utilities	6,500.00
645 Advertising & Marketing	1,300.00
650 Insurance	3,200.00
656 Dino Camp	250.00
657 Field Trips	200.00
665 Other Fundraiser Expense	250.00
670 Supplies	4,500.00
671 Gift Shop Supplies	3,000.00
672 Office Supplies & Software	900.00
673 Dues & Subscriptions	45.00
674 Credit card/bank charge	800.00
685 Meeting Expense	250.00
700 Repairs & Maintenance	5,000.00
715 Dino Dig & Other Travel	1,500.00
750 Debt Service	2,600.00
790 Professional Services	100.00
Total Expenses	<u>71,515.00</u>

Total Revenues over Expenses	<u><u>\$ 28,485.00</u></u>
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Other capital expenditures

Alarm System	4,000.00
Cases	2,000.00
Air for lab	7,000.00
Net increase in cash	<u><u>\$ 15,485.00</u></u>


4. The term of the lease, as set out in paragraph 3 of the Lease Agreement, will restart as of the year of 2021 and run for the periods set out in the Lease Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day first about written.

COUNTY


Bob Dixon
Presiding Commissioner


Rusty MacLachlan
Commissioner 1st District


John C. Russell
Commissioner 2nd District


Attest:


Shane Schoeller
County Clerk


Approved As To Form
John W. Housley, Greene County Counselor

AUDITOR CERTIFICATION


I certify that the expenditure contemplated by this document is within the purpose of the appropriate 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

MINS


President

Attest:


Board Member


Date

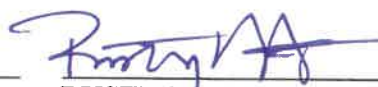
Edgefield Properties, LLC
Suzanne B. Lennard, Trustee Managing Member
Ted A. Lennard, Manager


BEGINNING AT THE CENTER OF SECTION FOURTEEN (14), TOWNSHIP TWENTY-EIGHT (28), RANGE TWENTY-ONE (21); THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (NE¼) OF SAID SECTION 208.7 FEET; THENCE NORTH 208.7 FEET; THENCE WEST 208.7 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER (NE¼); THENCE SOUTH 208.7 FEET TO THE POINT OF BEGINNING, IN GREENE COUNTY, MISSOURI.

4611 E. Farm Road 174
Rogersville, MO

ACCEPTED:


BOB DIXON
Presiding Commissioner


RUSTY MacLACHLAN
Commissioner 1st District


JOHN RUSSELL
Commissioner 2nd District

ex4

**MISSOURI INSTITUTE OF NATURAL SCIENCE
SPONSORSHIP AGREEMENT
ADDENDUM**

Entered into this _____ day of _____, 2021, for good and valuable consideration, the undersigned hereby agree that this Addendum shall become part of the Sponsorship Agreement dated the 11th of April, 2019, executed by the parties identified as Greene County, Missouri, and the Missouri Institute of Natural Science (MINS). The parties agree:

1. That the term of this agreement is extended to April 30, 2022, and all prior references to a termination date are deleted and replaced with this new termination date.
2. That all other provisions of the aforementioned Agreement shall remain in full force and effect.
3. That this Addendum together with the agreement dated on the 11th of April, 2019, 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 all parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

GREENE COUNTY, MISSOURI



Bob Dixon, Presiding Commissioner



Rusty MacLachlan, Commissioner



John C. Russell, Commissioner

ATTEST:

Shane Schoeller, County Clerk

MISSOURI INSTITUTE OF NATURAL SCIENCE



Matt Forir, President



Samantha Forir, Secretary

APPROVED AS TO FORM:

General Counsel

AUDITOR CERTIFICATION:

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

Cindy Stein, County Auditor

APPROVED AS TO FORM:



John Housley, County Counselor

ex5

THIRD AMENDMENT TO LEASE AGREEMENT

THIS **THIRD AMENDMENT TO LEASE AGREEMENT** ("Third Amendment") between **Lester E. Cox Medical Centers**, a Missouri not-for-profit corporation doing business as Cox Medical Centers ("Cox" or "Landlord"), and the **Greene County Prosecuting Attorney and specifically, the Springfield Regional Prosecutors' Child Support Office** ("Tenant"), is effective this 1st day of April, 2021 ("the Effective Date").

WHEREAS, the parties entered into a LEASE AGREEMENT with an effective date of November 21, 2011 ("Lease");

WHEREAS, the parties entered into a FIRST AMENDMENT TO LEASE AGREEMENT to alter the CPI calculation language to make it more convenient for both parties;

WHEREAS, the parties entered into a SECOND AMENDMENT TO LEASE AGREEMENT to add an additional renewal term; and

WHEREAS, the parties now desire to again amend the Lease to add shredding services.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. As of the Effective Date, Tenant shall pay Landlord the amount of \$20 per month for shredding services. This additional amount shall be added to the Base Rental each month.
2. Terms herein not otherwise defined in this Third Amendment shall have the same meaning ascribed to such terms in the Agreement and the exhibits thereto.
3. Except as expressly provided otherwise in this Third Amendment, the terms and conditions of the Agreement shall remain in full force and effect.
4. This Third Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Third Amendment is effective on the date first written above.

(SIGNATURE PAGE TO FOLLOW)

LANDLORD



By: David Taylor

Title: Corporate Vice President
Attorney

TENANT



By: Dan Patterson

Title: Greene County Prosecuting

By:



Name: Bob Dixon

Title: Greene County Presiding Commissioner

04/08/2021
Date

By:

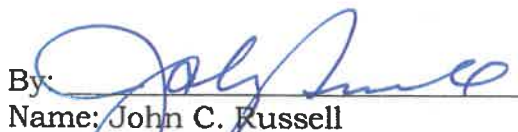


Name: Rusty MacLachlan

Title: Commissioner, Greene County, 1st District

4/8/2021
Date

By:



Name: John C. Russell

Title: Commissioner, Greene County, 2nd District

4/8/2021
Date

By:

Name: Shane Schoeller

Title: Greene County Clerk

Date

APPROVED AS TO FORM;

By:



Name: John Housley

Title: Greene County Counselor

4-5-21
Date

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.

By: _____
Name: Cindy Stein
Title: Greene County Auditor

_____ Date

