

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

**Greene County Commission
Commission Briefing Minutes**

Thursday, September 17, 2020
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.colomeel.me/GCCommissionOffice>. You can also dial in using your phone. United States: +1 (872) 240-3412. You will be prompted for a PIN number where you will hit the "#" key and be prompted for an access code: 675-853-269

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Donna Barton Shane Schoeller, Lorrie Bruer, and Patrick Morrow.

Teleconference Attendees: Rob Rigdon, Megan Applegate, Richard Kessinger, Jon Mooney, Jeff Bassham, Justin Hill, Jeff Scott, Phil Corcoran, Cindy Stein, Royce Denny, and Kevin Barnes.

Informational Items

Health Department- Jon Mooney

- COVID Update

Resource Management-Kevin Barnes

- Project Update
- Temporary Jail Update
- New Jail Site Update

Items for Consideration and Action by the Commission

(Ex1) Discussion and Possible Vote: Greene County Tax Rates, County Clerk

- Commissioner John Russell made a motion to approve the Greene County Tax Rates. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(Ex2) Discussion and Possible Vote: Assessor's Report, Assessor's Office

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

(Ex3) Discussion and Possible Vote: CARES Funds Allocation, Commission Office

Please see exhibit for motions made.

(Ex4) Discussion and Possible Vote: Cooperative Agreement between Greene County & MoDOT – Farm Road 194 Railroad Crossing Improvements, Highway

- Commissioner John Russell made a motion to approve the Cooperative Agreement between Greene County & MoDOT – Farm Road 194 Railroad Crossing Improvements. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

Discussion and Possible Vote: Farm Road 68 Bridge Replacement - Cooperative Agreement Addendum between Greene County & BNSF Railroad, Highway

- Commissioner John Russell made a motion to approve the Farm Road 68 Bridge Replacement - Cooperative Agreement Addendum between Greene County & BNSF Railroad. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.
- No document will be attached

Discussion and Possible Vote: Farm Road 68 Bridge Replacement – Construction Contract w/ Hartman & Co for \$512,000, Highway

- Commissioner John Russell made a motion to approve the Farm Road 68 Bridge Replacement – Construction Contract w/ Hartman & Co for \$512,000. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.
- No document will be attached

Other:

With no other business the meeting was adjourned.

NONPROFITS/COMMUNITY ORGANIZATIONS:

#185-Assemblies of God Marriage Encounter-\$348.23 (partial funding)-PPE.

Commissioner John Russell moved to approve application #185 Assemblies of God Marriage Encounter for \$348.23. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#239-Family Life Community Service (Life360)-\$20,000.00 (additional partial funding)-Program rent.

Commissioner Harold Bengsch moved to approve application #239 Family Life Community Service (Life360) for \$20,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#342-Springfield Community Gardens-\$10,003.00 (full funding)-Supplies.

Commissioner John Russell moved to approve application #342 Springfield Community Gardens for \$10,003.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#348-House of Ruth dba Republic Pregnancy Center-\$4,959.00 (full funding)-Supplies.

Commissioner Harold Bengsch moved to approve application #348 House of Ruth dba Republic Pregnancy Center for \$4,959.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#662-Friends of the Zoo-\$83,619.00 (partial funding)-Administration, events & education.

Commissioner John Russell moved to approve application #662 Friends of the Zoo for \$83,619.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#684-Leadership Springfield-\$3,539.70 (partial funding)-Technology.

Commissioner Harold Bengsch moved to approve application #684 Leadership Springfield for \$3,539.70. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#697-Salvation Army-\$33,000.00 (full funding)-Staffing, monitors & utilities.

Commissioner John Russell moved to approve application #697 Salvation Army for \$33,000.00. Commission Bob Dixon seconded the motion and it passed. Yes: Dixon, and Russell. Abstain: Bengsch

#702-Victory Mission-\$13,000.00 (full funding)-Boiler heat exchangers.

Commissioner Harold Bengsch moved to approve application #702 Victory Mission for \$13,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#717-Schweitzer United Methodist Grow to Know Preschool-\$24,442.07 (full funding)-Staffing, supplies & computer.

Commissioner John Russell moved to approve application #717 Schweitzer United Methodist Grow to Know Preschool for \$24,442.07. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#731-Springfield Little Theater-\$68,731.59 (partial funding)-Utilities & mortgage.

Commissioner Harold Bengsch moved to approve application #731 Springfield Little Theater for \$68,731.59. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#751-The Arc of the Ozarks-\$99,298.94 (partial funding)-PPE & personnel.

Commissioner John Russell moved to approve application #751 The Arc of the Ozarks for \$99,298.94. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#759-Fair Grove Music Boosters-\$776.17 (full funding)-PPE supplies

Commissioner Harold Bengsch moved to approve application #759 Fair Grove Music Boosters for \$776.17. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

NONPROFIT SUBCOMMITTEE TOTAL: \$361,717.70

TAXPAYER SUPPORTED ENTITIES:

#308-City of Republic-\$72,218.52 (additional partial funding)-Delinquent water and sewer billing.

Commissioner Harold Bengsch moved to approve application #308 City of Republic for \$72,218.52. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#596-Ebenezer Fire District-\$121,916.00 (additional partial funding)-SCBA bottle replacement.

Commissioner John Russell moved to approve #596 Ebenezer Fire District for \$121,916.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#616-City of Springfield Workforce Development-\$34,689.00 (partial funding)-Rent, personnel & supplies.

Commissioner Harold Bengsch moved to approve application #616 City of Springfield Workforce Development for \$34,689.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#649-City of Ash Grove-\$5,610.92 (full funding)-Payroll, PPE, operations & technology upgrades.

Commissioner John Russell moved to approve #649 City of Ash Grove for \$5,610.92. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#650-Greene County-\$238,400.14 (partial funding)-Operations.

Commissioner Harold Bengsch moved to approve application #650 Greene County for \$238,400.14. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#688-Brookline Fire-\$7,250.00 (full funding)-Fire extractor washer.

Commissioner John Russell moved to approve #688 Brookline Fire for \$7,250.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#711-City Utilities-\$112,886.54 (full funding)-PPE

Commissioner Harold Bengsch moved to approve application #711 City Utilities for \$112,886.54. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#738-Logan Rogersville Fire Protection-\$2,743.29 (full funding)-Salaries & mileage

Commissioner John Russell moved to approve #738 Logan Rogersville Fire Protection for \$2,743.29. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

TAXPAYER SUPPORTED ENTITIES TOTAL: \$595,714.41

SMALL BUSINESS

#336-JYO, LLC (Nakato)- \$20,000.00 -PPE, Payroll and Equipment.

Commissioner Harold Bengsch moved to approve application #336 JYO, LLC (Nakato) for \$20,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#337-Arctic Refrigeration-\$15,000.00-IT Upgrades.

Commissioner John Russell moved to approve #337 Arctic Refrigeration for \$15,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#332-HJ Lodging (La Quinta)-\$10,000.00-PPE and Childcare.

Commissioner John Russell moved to approve #332 HJ Lodging (La Quinta) for \$10,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#462-Boti -\$10,000.00-Technology.

Commissioner John Russell moved to approve #462 Boti for \$10,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

571-O & G Properties-\$10,000.00-Mortgage and Utilities.

Commissioner Harold Bengsch moved to approve application # 571 O & G Properties for \$10,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#465-Oke-Thomas and Associates-\$7,450.00-PPE-Supplies.

Commissioner John Russell moved to approve #465 Oke-Thomas and Associates for \$7,450.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#133-Inflatable Gorilla, LLC (Jump Mania)-\$5,000.00-Payroll, Rent, Utilities.

Commissioner John Russell moved to approve #133 Inflatable Gorilla, LLC (Jump Mania) for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#186-Love4Life Wellness-\$5,000.00-Operations.

Commissioner Harold Bengsch moved to approve application #186 Love4Life Wellness for \$5,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#223-The Hillbenders, LLC-\$5,000.00-Technology.

Commissioner John Russell moved to approve #223 The Hillbenders, LLC for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#331-Prehistoric Brewing-\$5,000.00-Operations.

Commissioner Harold Bengsch moved to approve application #331 Prehistoric Brewing for \$5,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#338-Double Jacks-\$5,000.00-Operations.

Commissioner John Russell moved to approve #338 Double Jacks for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#341-Schilling Sellmeyer Associates-\$5,000.00-Computer

Commissioner Harold Bengsch moved to approve application #341 Schilling Sellmeyer Associates for \$5,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#344-Springfield Riding Club-\$5,000.00-Staffing, Disinfecting.

Commissioner John Russell moved to approve #344 Springfield Riding Club for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#449-Historic Firehouse #2 Events-\$5,000.00-Event Deposit Refunds.

Commissioner John Russell moved to approve #449 Historic Firehouse #2 Events for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#453-Fusion Link Communications-\$5,000.00-Payroll.

Commissioner Harold Bengsch moved to approve application #453 Fusion Link Communications for \$5,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#464-Springfield Braiding Company-\$5,000.00-Rent, Utilities.

Commissioner John Russell moved to approve #464 Springfield Braiding Company for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#468-Stressed Out Humans-\$5,000.00- Cleaning, Online.

Commissioner Harold Bengsch moved to approve application #468 Stressed Out Humans for \$5,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#550-Your Digital Marketing Assistant-\$5,000.00- Sole Proprietor Pay.

Commissioner John Russell moved to approve #550 Your Digital Marketing Assistant for \$5,000.00. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#577-Mabins, LLC dba Drain Pro Plumbing-\$5,000.00- Payroll

Commissioner Harold Bengsch moved to approve application #577 Mabins, LLC dba Drain Pro Plumbing for \$5,000.00. Commission John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

#203-Joyride Midwest, LLC-\$2,798.81 Operations.

Commissioner John Russell moved to approve #203 Joyride Midwest, LLC for \$2,798.81. Commission Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch, and Russell.

SMALL BUSINESS TOTAL:

\$140,248.81

CCO Form: DE10
Approved: 01/99 (BDG)
Revised: 04/20 (BDG)
Modified:

County Agreement
Route: 60
County: Greene
Job No.: J8P3197

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COUNTY AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Greene, Missouri (hereinafter, "County").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 60, Greene County, Job No. J8P3197 shall consist of Railroad improvements along Route 60.

(2) IMPROVEMENT WITHIN COUNTY: The improvement within the County is located as follows:

Farm Road 194 STA 16+00 to STA 17+86.80 length of improvement approximately 190 feet.

(3) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(4) PURPOSE It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the County limits described in paragraphs (1) and (2) above and designated as Commission Job No. J8P3197

(5) RIGHT-OF-WAY USE: The County grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the County as necessary for construction and maintenance of said public improvement.

(6) CLOSE AND VACATE: The County shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Farm Road 194 during construction, the County shall be advised in time to make provisions for the diversion and rerouting of traffic.

(7) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the clerk of the County and proceed to acquire at no cost or expense to the County, any necessary right-of-way required for the construction of the improvement.

(8) UTILITY RELOCATION:

(A) The Commission and the County shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the County is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the County will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no county-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the County which must be moved, adjusted, or altered to accommodate construction of this improvement, and such county-owned utilities, poles, wires, conduits, and pipes are located within the present county jurisdiction and located on an existing road, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the County will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the County except as otherwise provided. The County shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the County in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's district engineer, and shall perform all work and keep the records of the costs in accordance with FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the County in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the County for the actual cost necessitated by construction of this public improvement. The Commission's obligation

toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any county-owned utility facilities outside the present county limits on public right-of-way or on state highway right-of-way within or outside the county limits or within the right-of-way of a public way, the alteration, relocation, or adjustment shall be made by the County at its cost.

(F) The County agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's district engineer or his authorized representative. Similarly, the County will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's district engineer or his/her authorized representative. The County shall take whatever actions are necessary to assure compliance with this Subsection.

(9) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No lighting system shall be installed or maintained by or for the County on the improvement without approval of the Commission.

(10) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting roads shall be under the exclusive jurisdiction and at the cost of the Commission. The County shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on roads and highways at any point where they intersect this highway without approval of the Commission.

(11) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The County shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the County's authority and control of the storm sewer facilities or natural drainage involved.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(13) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the FHWA (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), county-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust county roads, the right-of-way acquired for these adjustments and connections will be deeded to the County.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the County, and the County will accept the portions of existing highways within County replaced by this improvement.

(15) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the County road system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The County shall perform or cause to be performed normal maintenance on the project site.

(16) COUNTY TO MAINTAIN: Upon completion of construction of this improvement, and upon the County's acceptance of the completed improvements, the County shall accept control and maintenance of the improved County road that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (15) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County road system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the County road system under this Agreement shall cease upon completion of the improvement.

(17) POLICE POWERS: It is the intent of the parties to this Agreement that the County shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the County will enact, keep in force, and enforce only such regulations relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(18) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the County shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way that is within the County owned right-of-way within the limits of the improvement.

(19) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the County will take whatever actions are necessary to enforce this Section.

(20) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce regulations specified or enacts regulations contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the County for compliance and the County's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the County.

(21) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(22) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(23) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the County and Commission.

(24) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(25) COUNTY REPRESENTATIVE: The County's Presiding Commissioner is designated as the County's representative for the purpose of administering the provisions

of this Agreement. The County's representative may designate by written notice other persons having the authority to act on behalf of the County in furtherance of the performance of this Agreement.

(26) **NOTICES**: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the County:
Presiding Commissioner: Bob Dixon
Green County County Commission Office
1443 N Robberson Ave, 10th floor
Springfield, MO 65802

Facsimile No:417-868-4818

- (B) To the Commission:
Steve Campbell, District Engineer
Missouri Department of Transportation Southwest District
3025 East Kearney Street
Springfield Missouri, 65803

Facsimile No:417-895-7610 Refer to Job. J8P3197

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(27) **ASSIGNMENT**: The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(28) **VENUE**: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(29) **LAW OF MISSOURI TO GOVERN**: This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) **SOLE BENEFICIARY**: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(31) **AUTHORITY TO EXECUTE**: The signers of this Agreement warrant that

they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(32) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 3 day of October, 2020.

Executed by the Commission this 13 day of November, 2020.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

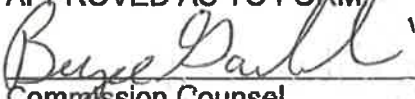
By 

Title Chief Engineer

ATTEST:


Asst. Secretary to the Commission

APPROVED AS TO FORM:


Commission Counsel

Greene County

By 

Title Presiding Commissioner

By 

Title Commissioner 1st District

By 

Title Commissioner 2nd District

ATTEST:

By 

Title County Clerk

APPROVED AS TO FORM:

By 

Title County Counselor

AUDITOR CERTIFICATION

By  10/3/2020

Title Auditor

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 the same.

