

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



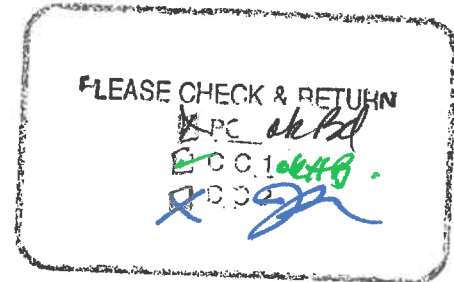
Shane Schoeller
Clerk of the Commission

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 12, 2019
08:30 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees:

Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Jeff Scott, Tina Phillips, Mike Cagle, Major Royce Denny, Major Phil Corcoran, Jeff Bassham, Kevin Barnes, Vanessa Branden, Bill Prince, Jill Randolph, Cindy Stein, Donna Barton, Katie Kull and Jason Wert.

Informational Items

Juvenile Chief Juvenile Officer Bill Prince highlighted the JDAI cabinet meeting that was held on Tuesday Sept. 10th. Prince informed Commission that the Juvenile office applied for a federal grant earlier this year that would provide assistance to treatment court. The grant would be a \$750,000.00 over three years. In 2021 17 year olds will be considered juveniles. Prince stated that in the month of August the Abuse and Neglect unit had over 60 petitions filed and since September 1st they have already received 10 petitions. Prince is unsure why the numbers are climbing.

GCSO Major Royce Denny gave a jail population update. 924 inmates total. The jail has experienced sewage issues this morning.

Items for Consideration and Action by the Commission

(EX1) Real Estate Agreement, Resource Management Commissioner Harold Bengsch moved to approve the real estate agreement between Greene County and Hamlin Baptist Church. Commissioner John Russell seconded the motion and it passed unanimously YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

(EX2) Order to Appoint Ex Officio, Resource Management Commissioner Harold Bengsch moved to approve the order to appoint Kevin Barnes as Ex Officio for the real estate agreement between Greene County and Hamlin Baptist Church. Commissioner John Russell seconded the motion and it passed unanimously YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

With no other business the meeting was adjourned.

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Informational Items
Resource Management
Juvenile
GCSO

Items for Consideration and Action by the Commission
Order to Appoint Ex Officio, Resource Management
Real Estate Agreement, Resource Management
~~Inmate Housing Agreement Webster County, Sheriff's Office~~

Other:

REVISED 09/09/2019 @ 2:36 PM

19-BCD

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19-BCD

ex1

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2019 by and between **GREENE COUNTY, MISSOURI**, a county of first class without a charter form of government, (hereinafter "Seller") and **HAMLIN BAPTIST CHURCH OF SPRINGFIELD, MISSOURI**, a Missouri non-profit Benevolent Corporation (hereinafter "Buyer").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property located at 3345 N. Farm Road 143, Springfield, Greene County, Missouri; and

WHEREAS, Buyer has a need to acquire the Property which is contiguous to its campus which is presently owned by Seller; and

WHEREAS, the Seller, in consideration of the terms and conditions hereinafter contained, hereby agrees to sell and quit claim to the Buyer a parcel of real estate lying, situated and being in Greene County, State of Missouri, more particularly legally described as:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF (E1/2) OF LOT THREE (3), OF THE NORTHEAST FRACTIONAL QUARTER (NE FRL 1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), IN GREENE COUNTY, MISSOURI; THENCE WEST 198 FEET; THENCE SOUTH 214.5 FEET; THENCE EAST 198 FEET; THENCE NORTH 214.5 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING NORTH AND EAST OF OLD HIGHWAY 13, ALSO EXCEPT THE NORTH 16.5 FEET, ALL IN GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

(hereinafter referred to as the "Property"); and

WHEREAS, the Seller agrees to sell and quit claim to Buyer the Property by Ex-Officio Quit Claim Deed, the above-described property within forty-five (45) days from the date hereof upon the full performance by the Buyer; and

WHEREAS, the Buyer agrees to merge the Property into Buyer's existing parcel of real property through the Administrative Subdivision process of Greene County as a condition of this sale.

NOW, THEREFORE, in consideration of these mutual covenants, the parties agree as follows:

1. **Purchase Price.** The Buyer agrees to pay the Seller the Sum of Seven Thousand Five Hundred Dollars and No/100 Dollars (\$7,500.00) for the Property, payable in cash or by certified cashier's check upon final approval of the Agreement by the Greene County Commission (Seller) and delivery of the executed Ex-Officio Quit Claim Deed to the Buyer within the above specified forty-five (45) day period for completing this transaction. If the sale is not approved by the Seller and the transaction is not closed within this forty-five (45) day limit, the entire Agreement shall become null and void.

2. **Survey.** The Seller shall cause the Property to be surveyed by a registered land surveyor at its sole cost and at no cost to the Buyer to create a new legal description for the combined tracts of real property as required by Paragraph 5(c) hereof.

3. **Inspection/Review; Right to Decline Title.** The Buyer shall have the following rights to inspect the Property:

A. **Buyer Review/Inspection and Termination Right:** Buyer shall have thirty (30) days from effective date of this Agreement ("Buyer's Inspection Period") to inspect and review the County Property, itself, and to conduct such environmental, soil, engineering, building component or other tests, studies and inspections, with respect to the Property as Buyer deems necessary, including asbestos and lead paint inspections of the Property buildings, considering that only an inspection performed by certified inspectors can confirm or deny the presence of asbestos and/or lead based paint. Buyer shall take all the EPA required precautions while conducting the environmental inspections.

If during the Inspection Period Buyer is not satisfied with the results of any tests, studies or inspections, then Buyer, in its sole and absolute discretion, may choose to decline taking title to the Property by giving written notice to the Seller of such decision on or before the date of the

expiration of Buyer's Inspection Period. Buyer's action to decline taking title to the Property under this paragraph shall render this agreement null and void. If Buyer fails to provide the written notice provided for herein before expiration of Buyer's Inspection Period, then the right of Buyer to decline taking title to the Property pursuant to this paragraph shall be deemed waived.

- B. Access to Property. Buyer shall have the right to access the Property during Buyer's Inspection Period for the purposes of conducting the inspections, tests and studies set forth in this paragraph. Access shall be limited to reasonable times and shall require prior notice, and Buyer shall take all the necessary EPA mandated precautions while conducting the tests and inspections and ensure it does not materially interfere with the County's business. The County shall not impede the investigation unreasonably. Buyer shall indemnify and hold the Seller harmless (which indemnity shall survive the Closing) from any loss, claim, liability or cost, including without limitation, damage to the Property, injury to persons, and claims of mechanic's or materialmen's liens, caused by Buyer's entry and conduct of tests at the Property. Further, Buyer shall be obligated to repair within the reasonable time specified in writing by the Seller to Buyer any damage caused to the Property during said investigation, unless the Seller excuses the same in writing.

4. Conveyance. Conveyance of the Property to Buyer will be by Ex-Officio Quit Claim Deed releasing any and all interest the Seller has in the above-described property. It is incumbent upon Buyer to seek their own professional opinion as to the resulting state of the title. The Seller will provide a commitment for title insurance. If the Buyer determines that the requirements for obtaining fee title are unsatisfactory, the Buyer shall have thirty (30) days from date of signing this Agreement in which to advise the Seller in writing of the unsatisfactory requirements and void the contract.

5. Other Conditions and Consideration:

- A. The Seller represents and warrants to Buyer that there is no lease in force and such representation warranty shall survive the closing date. Seller shall not execute any agreements relating to the property 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. Subject to the provisions of this paragraph, 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.

- B. The Seller represents and warrants to Buyer that there are no unpaid bills for improvements within twelve (12) months prior to the closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.
- C. Because there is no sanitary sewer available to the Property and the size of the Property is not suitable for building, Buyer represents and warrants to Seller that within thirty (30) days of closing it will apply to the Greene County Resource Management Department to merge and combine the Property being purchased herein with the contiguous tract of land currently owned by Buyer and create a new legal description for the combined tracts.

6. **Closing and Possession.** The "Closing" shall be held at a mutually agreeable date and location at Meridian Title Company, however no later than the _____ day of _____, 2019, upon full compliance by Seller of all the conditions and provisions of this Contract and the title company being obligated to deliver its title insurance policy to Buyer. At closing, Seller shall deliver to Buyer at the offices of the title company a properly executed Ex-Officio Quit Claim Deed conveying the Property. The Buyer shall deliver to Seller at the office of the title company the purchase price of \$7,500.00 as provided in paragraph 1 above. Buyer shall be entitled to possession of the Property immediately after closing. The Buyer and Seller shall each pay one-half (1/2) of the closing costs. The Buyer shall be responsible for payment of the premium on any title insurance policy it receives and the recording fees of the Ex-Officio Quit Claim Deed and County Commission Order.

7. **Remedies Upon Default.** The Seller or the Buyer shall be in default under this Contract if either fails to comply with any material provision within the time limits required by the Contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this Contract or extend the time for performance by providing the defaulting party a deadline for curing the default. If this Contract shall not be closed for default of either party, then the sole remedy shall be termination of this Contract.

8. **Provisions Not Merged with Deed.** No provision of this contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this contract.

9. **Notice.** All notices required or permitted hereunder and required to be in writing may be given by FAX or by first class mail addressed to the Buyer and the County by one of three different means: Facsimile Transmission ("FAX"), if both parties have a FAX number, U.S. Postal Service Mails; hand delivering a copy of the same to the receiving party or notice may be given by any combination of the above methods.

A. The date of notice shall be:

1. The date upon which notice is hand delivered by the receiving party.
2. The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
3. The third day following mailing of the notice, whichever occurs first.

B. It shall be sufficient if notices to Hamlin Baptist are addressed to: Hamlin Baptist of Springfield, Missouri, 1942 W. Farm Road 102, Springfield, Missouri 65803.

C. It shall be sufficient if notices sent to the County are addressed to: Greene County, Missouri, c/o Greene County Counselor, 901 St. Louis Street, 20th Floor, Springfield, Missouri 65806, or emailed to: jhousesley@lowtherjohnson.com.

10. **Headings.** The headings or captions of the contract are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the contract or any provision thereof.

11. **Severability**. In the event that any one or more of the phrases, sentences, clauses, paragraphs or sections contained in this contract shall be declared invalid by the final and unappealed order, decree or judgment of any court, the County may, at its sole option, set this contract aside.

12. **No Assignments**. The Buyer may not assign this contract or any of its rights or obligations hereunder without prior written consent of the Seller. The Seller may not assign this contract or any rights or obligations hereunder without the prior written consent of Buyer.

13. **Survival of Provisions**. To the extent necessary to carry out the intent of the Contract, the provisions herein shall survive the closing/settlement of this transaction.

14. **Time is of the Essence**. Time is of the essence in the performance of each provision of this Contract. All references to a specific time shall mean central time. All references to periods of days shall mean calendar days, unless otherwise provided.

15. **Governing Law**. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri. This Agreement 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 Agreement.

16. **Entire Contract**. This Contract and all attachments hereto constitute the entire Contract of the parties. No modification, amendment, or waive of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto and signed by both parties.

17. **Execution**. The execution of this Contract shall constitute legal and binding obligations of the parties. To facilitate execution, this Contract 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 part, appear on more than one counterpart. All counterparts shall collectively constitute a single Contract.

18. **Binding Effect.** This Contract 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.

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

SELLER:

GREENE COUNTY, MISSOURI

DATED: _____

BOB DIXON, Presiding Commissioner

DATED: _____

HAROLD BENGSCHE, Commissioner 1st District

DATED: _____

JOHN C. RUSSELL, Commissioner 2nd District

GREENE COUNTY CLERK:


SHANE SCHOELLER
Greene County Clerk

Auditor Certification

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

CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:



Greene County Counselor

BUYER:

**HAMLIN BAPTIST CHURCH OF SPRINGFIELD,
MISSOURI**

DATED: 7/9/19



SCOTT ERWIN, Trustee

DATED: 7/9/19



BRIAN WHITE, Trustee

ex2

NO. _____

**ORDER OF THE
GREENE COUNTY COMMISSION
SPRINGFIELD, MISSOURI**

DATE ISSUED: _____, 2019

SUBJECT: Appointment of Ex-Officio Commissioner for Greene County, Missouri, for the conveyance of an interest in certain real property in Greene County, Missouri to Hamlin Baptist Church Of Springfield, Missouri

WHEREAS, Greene County, Missouri has entered into a Real Estate Purchase and Sale Agreement (the "Agreement") dated _____, 2019 to sell and convey to HAMLIN BAPTIST CHURCH OF SPRINGFIELD, MISSOURI (hereinafter the "Hamlin Baptist"), a certain parcel of real estate legally described as follows:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF (E1/2) OF LOT THREE (3), OF THE NORTHEAST FRACTIONAL QUARTER (NE FRL 1/4) OF SECTION THREE (3), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22), IN GREENE COUNTY, MISSOURI; THENCE WEST 198 FEET; THENCE SOUTH 214.5 FEET; THENCE EAST 198 FEET; THENCE NORTH 214.5 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART LYING NORTH AND EAST OF OLD HIGHWAY 13, ALSO EXCEPT THE NORTH 16.5 FEET, ALL IN GREENE COUNTY, MISSOURI, SUBJECT TO ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES.

and

WHEREAS, the terms of the Agreement provide for Greene County to convey the above-described real property for payment by Hamlin Baptist of the sale price of SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$7,500.00), a copy of which is attached hereto and marked **Exhibit "A"**; and

WHEREAS, Section 49.280, RSMo., provides a County Commission may, by Order, appoint an Ex-Officio Commissioner to convey and dispose of any interest in real estate belonging to the County; and

WHEREAS, the Greene County Commission elects to appoint Kevin R. Barnes as its Ex-Officio Commissioner, to execute a Ex-Officio Quit Claim Deed for the parcel legally described above, to Hamlin Baptist.

NOW, THEREFORE, in accordance with the terms of the above-described Real Estate Purchase and Sale Agreement, Greene County, Missouri shall convey to Hamlin Baptist, Greene County's interest in the above-described parcel of real property by a Ex-Officio Quit Claim Deed executed by its Ex-Officio Commissioner, Kevin R. Barnes.

IT IS HEREBY ORDERED:

Kevin R. Barnes is hereby appointed as an Ex-Officio Commissioner of Greene County, Missouri, to convey the interest in real property legally described above to the Hamlin Baptist.

Done this ___ day of _____, 2019, at ___ o'clock __.m.

GREENE COUNTY COMMISSION

Bob Dixon
Presiding Commissioner
YES_____ NO_____

Harold Bengsch
Commissioner 1st District
YES_____ NO_____

John C. Russell
Commissioner 2nd District
YES_____ NO_____

Dated:_____

Dated:_____

Dated:_____

ATTEST:

Shane Schoeller
Greene County Clerk