

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, December 17, 2020
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

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.zoom.us/j/9101234567>. 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, Aubrey Hardy and Lyle Foster.

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

Informational Items

Health Department- Jon Mooney

- COVID Update

Resource Management- Kevin Barnes

- Follow-up on future repairs from over the weekend
- Project updates

CARES Act- Lyle Foster

- CARES Act overview
- Timeline summary
- Staffing summary
- Suggestions on how to improve the process in the future

PLEASE CHECK & RETURN

PC
 CC1
 CC2

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Greene County Commission Order to appoint Chris Coulter as Ex-Officio Commissioner, Highway Department

- Commissioner John Russell made a motion to approve the Greene County Commission Order to appoint Chris Coulter as Ex-Officio Commissioner. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

(EX2) Discussion and Possible Vote: CARES Funds Allocation

For motions please see attached exhibit.

Other:

With no other business the meeting was adjourned.

SMALL BUSINESS:

#1194-Aquelia Storlazzi (Stylist with Innovations Salon)-\$1,120.00

- Commissioner John Russell made a motion to approve application #1194 Aquelia Storlazzi (Stylist with Innovations Salon) for \$1,120.00. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

#607-Chicago Smerq's-\$5,000.00

- Commissioner John Russell made a motion to table application #607 Chicago Smerq's for \$5,000.00. Commissioner Harold Bengsch seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

SMALL BUSINESS SUBCOMMITTEE TOTAL: \$ 1,120.00

TAXPAYER SUPPORTED ENTITIES:

[No application #]-Greene County 5 & 6

- Commissioner Harold Bengsch made a motion to approve Greene County 5 & 6 application. Commissioner John Russell seconded and it passed unanimously. Yes: Dixon, Bengsch and Russell.

TAXPAYER SUPPORTED ENTITIES SUBCOMMITTEE TOTAL: To be determined

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

Ex 1

NO. _____

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

DATE ISSUED: December 17, 2020

SUBJECT: Appointment of County Ex-Officio Commissioner for conveyance and grant of Ex Officio Deed Sanitary Sewer Easement, to the City of Springfield Missouri.

WHEREAS, Greene County is the owner and holder of property as more fully described on Exhibit "A" attached hereto and made a part hereof by this reference; and

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

WHEREAS, the County Commission elects to appoint, Christopher J. Coulter, its Ex-Officio Commissioner to execute an Ex Officio Sanitary Sewer Easement on behalf of Greene County to convey to the City of Springfield and their successors and assigns the premises described on Exhibit "A".


NOW, THEREFORE, BE IT RESOLVED:

IT IS HEREBY ORDERED:

Christopher J. Coulter is hereby appointed as an Ex-Officio Commissioner of Greene County to transfer the property as more fully described on Exhibit "A" to the City of Springfield and their successors and assigns by the execution and recording of an Ex Officio Deed.

Done this 17th Day of December, 2020, at 9:42 o'clock a.m.


GREENE COUNTY COMMISSION


Robert Dixon
Presiding Commissioner


Harold Bengsch
Commissioner 1st Dist.


John C. Russell
Commissioner 2nd Dist.

ATTEST:


Shane Schoeller
Greene County Clerk

SANITARY SEWER EASEMENT

THIS INDENTURE, made this 17th day of December, 2020 by and **Greene County, Missouri** (hereinafter called "Grantor") and the **City of Springfield, Missouri**, a municipal corporation ("Grantee"). The mailing address of Grantor is: Resource Management, 933 N. Robberson, Springfield, Missouri 65802. The mailing address of Grantee is: City of Springfield, Department of Public Works, 840 Boonville Ave., Springfield, Missouri 65802.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, and by virtue and pursuant to Order of the Greene County Commission dated the day of _____, 2019. Grantor does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

See Exhibit "A"

WHICH ARE ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

TO HAVE AND TO HOLD the same for the purpose of constructing and maintaining a sanitary sewer system or for such other purposes hereinabove set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its successors and assigns, forever; the said Grantor hereby covenanting on its part and on behalf of its successors and assigns that said Grantor is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that said Grantor has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by Grantor or those under whom Grantor claims; and that said Grantor will warrant and defend the title to the said premises unto the said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year and none.

Said Grantor further covenants on its part and on behalf of its successors and assigns that said Grantor will not cause any building to be erected on the real estate herein conveyed without the express approval of the Grantee.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of the Grantor, its successors and assigns, restore the real estate herein conveyed as nearly as reasonably possible to the same condition in which it existed immediately prior to any construction activity caused by Grantee, as may be done thereon and therein from time to time, all within a reasonable time thereafter; the Grantee further covenanting in this

regard that it will, among other things; (1) insofar as reasonably possible cause any excavation upon the real estate to be backfilled and graded to the original grade; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) use reasonable care to preserve those trees located within the easement, except those purchased by the Grantee as part of the compensation for this easement; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the real estate might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, or retaining wall damaged or destroyed by construction.

The easement shall also confer on the Grantee the right to trim and/or remove all trees, shrubs, bushes, plantings, and other vegetation located within the easement, except those specifically identified to be retained as shown on City Plan # _____ which shall be retained, unless field conditions prevent such retention or reveal that retention is economically impractical.

The foregoing covenants shall run with the land and are binding upon Grantor and Grantor's successors and assigns.

Exhibit "B" depicts the general location of the easement area and is for illustrative purposes only.

BY SIGNING THIS INSTRUMENT, THE GRANTOR ACKNOWLEDGES THAT NO OFFICER, SHAREHOLDER, OR EMPLOYEE OF GRANTOR IS PRESENTLY EMPLOYED BY THE CITY OF SPRINGFIELD, MISSOURI OR CITY UTILITIES OF SPRINGFIELD.

IN WITNESS WHEREOF, Greene County, Missouri, by and through its Ex-Officio Commissioner, Chris Coulter, has caused these presents to be executed, signed and the County's seal to be hereunder affixed, this 17 day of December, 2020.

County Seal

By: 

Greene County, Missouri
Chris Coulter, Ex-Officio Commissioner

STATE OF MISSOURI
COUNTY OF GREENE SS.

On this 17th day of December, 2020 before me appeared Chris Coulter, to me personally known, who being duly sworn, did state that he is the Ex-Officio Commissioner of Greene County, Missouri, and that said instrument was signed on behalf of said Greene County, Missouri, by authority of its County Commission, and the said Chris Coulter acknowledged said instrument to be the free act and deed of Greene County, Missouri.

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

Notary Public: Sherrin Martin

Print Name: Sherrin Martin

"Notary Seal"

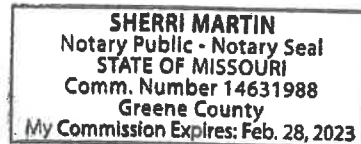


EXHIBIT "A" - Page 1

SANITARY SEWER EASEMENT

A SANITARY SEWER EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTH 02°01'32" EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET;

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 6.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 88°57'48" WEST, A DISTANCE OF 15.00 FEET;

THENCE NORTH 02°11'29" EAST, A DISTANCE OF 283.34 FEET;

THENCE NORTH 88°30'05" WEST, A DISTANCE OF 229.55 FEET;

THENCE NORTH 34°52'52" WEST, A DISTANCE OF 311.29 FEET;

THENCE NORTH 55°07'08" EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 34°52'52" EAST, A DISTANCE OF 303.71 FEET;

THENCE SOUTH 88°30'05" EAST, A DISTANCE OF 237.15 FEET;

THENCE SOUTH 02°11'29" WEST, A DISTANCE OF 298.22 FEET TO THE POINT OF BEGINNING;

CONTAINING 12,474.5 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

THIS DESCRIPTION WAS PREPARED BY C.J.W TRANSPORTATION CONSULTANTS, LLC; COA LANDSURVEY NUMBER 2007008003



CITY OF SPRINGFIELD

EXHIBIT "A" - Page 2

TEMPORARY CONSTRUCTION EASEMENT #1

A TEMPORARY CONSTRUCTION EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTH $02^{\circ}01'32''$ EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH $88^{\circ}57'48''$ WEST, A DISTANCE OF 6.91 FEET;

THENCE NORTH $02^{\circ}11'29''$ EAST, A DISTANCE OF 288.22 FEET;

THENCE NORTH $88^{\circ}30'05''$ WEST, A DISTANCE OF 237.15 FEET;

THENCE NORTH $34^{\circ}52'52''$ WEST, A DISTANCE OF 303.71 FEET;

THENCE NORTH $55^{\circ}07'08''$ EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH $34^{\circ}52'52''$ EAST, A DISTANCE OF 286.13 FEET;

THENCE SOUTH $88^{\circ}30'05''$ EAST, A DISTANCE OF 235.76 FEET;

THENCE SOUTH $02^{\circ}01'32''$ WEST, A DISTANCE OF 313.16 FEET TO THE POINT OF BEGINNING;

CONTAINING 10,023.3 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

TEMPORARY CONSTRUCTION EASEMENT #2

A TEMPORARY CONSTRUCTION EASEMENT BEING LOCATED IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 29 NORTH, RANGE 22 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THENCE NORTH $02^{\circ}01'32''$ EAST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 35.01 FEET;

THENCE NORTH $88^{\circ}57'48''$ WEST, A DISTANCE OF 21.91 FEET TO THE POINT OF BEGINNING;

THENCE NORTH $88^{\circ}57'48''$ WEST, A DISTANCE OF 23.00 FEET;

THENCE NORTH $02^{\circ}11'29''$ EAST, A DISTANCE OF 268.52 FEET;

THENCE NORTH $88^{\circ}30'05''$ WEST, A DISTANCE OF 213.95 FEET;

THENCE NORTH $34^{\circ}52'52''$ WEST, A DISTANCE OF 318.87 FEET;

THENCE NORTH $55^{\circ}07'08''$ EAST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH $34^{\circ}52'52''$ EAST, A DISTANCE OF 311.29 FEET;

EXHIBIT "A" - PAGE 3

THENCE SOUTH 88°30'05" EAST, A DISTANCE OF 229.55 FEET;

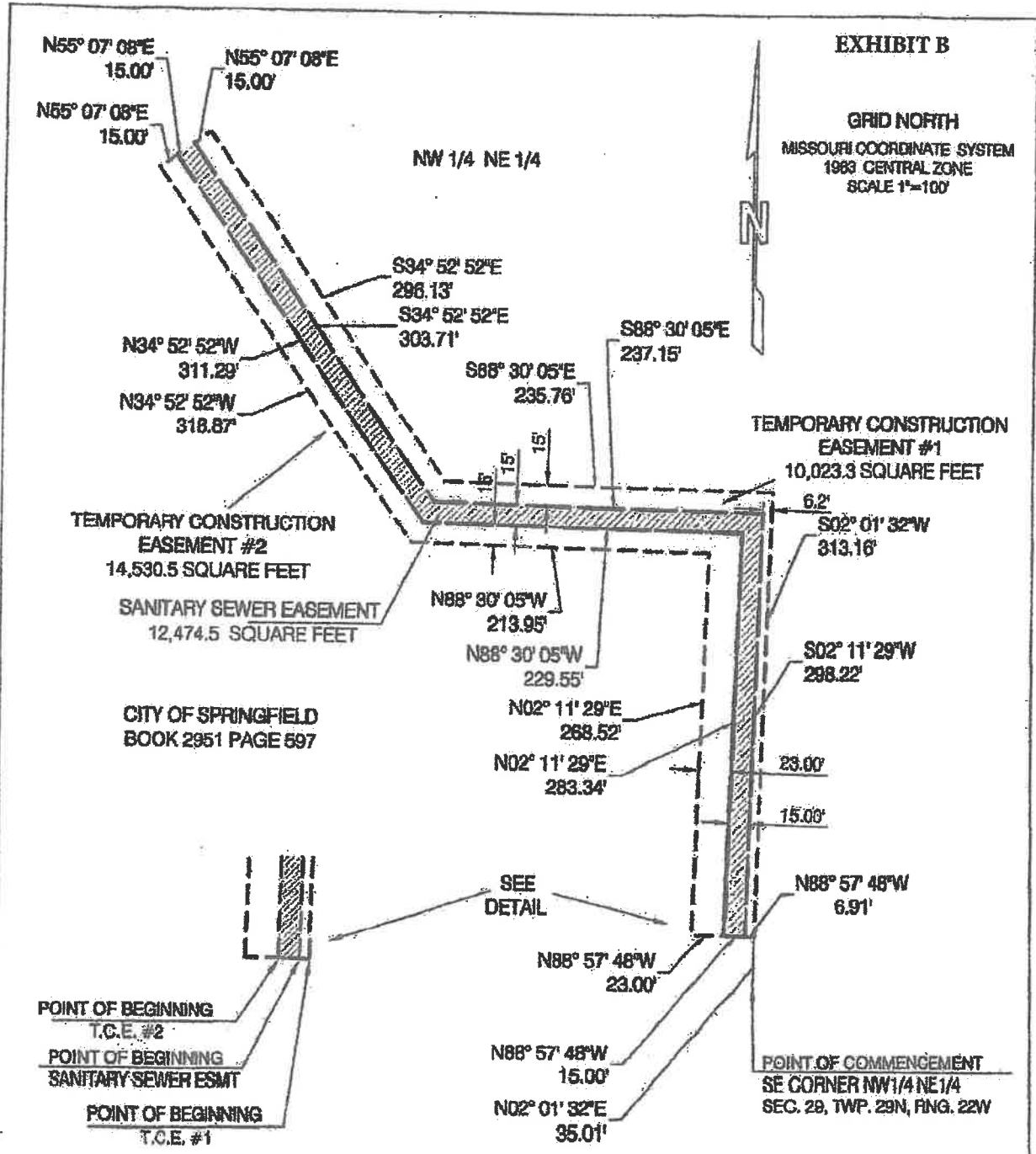
THENCE SOUTH 02°11'29" WEST, A DISTANCE OF 283.34 FEET TO THE POINT OF BEGINNING;

CONTAINING 14,630.5 SQUARE FEET (AS ILLUSTRATED ON SKETCH EXHIBIT B)

THIS DESCRIPTION WAS PREPARED BY CJW TRANSPORTATION CONSULTANTS, LLC; COA LANDSURVEY
NUMBER 2007006003



CITY OF SPRINGFIELD



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF A SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT.

DATE 04/14/2020 CJW PROJECT No. 18017A

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

SKETCH EXHIBIT "B"
THE CITY OF SPRINGFIELD
SANITARY SEWER EASEMENT/
TEMPORARY CONSTRUCTION EASEMENT
PART OF THE NW 1/4 NE 1/4 OF SEC. 29, TWP. 29N, RNG. 22W
GREENE COUNTY, MISSOURI

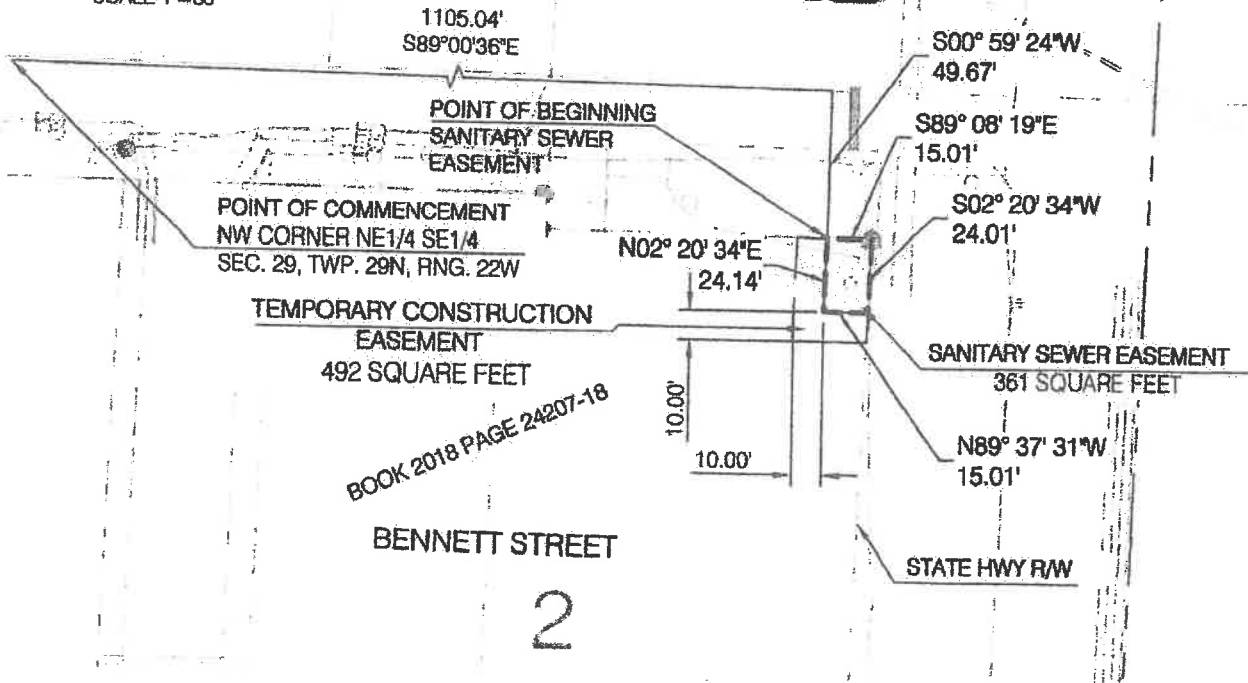
Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #200709003



GRID NORTH
MISSOURI COORDINATE SYSTEM
1983 CENTRAL ZONE
SCALE 1"=60'

BOOK 2019 PAGE 10230-19

WEST BYPASS (US HWY 160)



THIS SKETCH IS NOT A BOUNDARY SURVEY. IT IS INTENDED TO SHOW THE CONFIGURATION OF A SANITARY SEWER EASEMENT AND A TEMPORARY CONSTRUCTION EASEMENT.

DATE 07/16/19 CJW PROJECT No. 16017A

5051 S. National
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SKETCH EXHIBIT "B-1"
GREENE COUNTY
SANITARY SEWER EASEMENT/
TEMPORARY CONSTRUCTION EASEMENT
PART OF THE NE1/4 SE1/4 OF SEC. 29, TWP. 29N, RNG. 22W
GREENE COUNTY, MISSOURI

Prepared by:
CJW
CJW Transportation
Consultants, L.L.C.
MO C.O.A. #200708003