

Bob Dixon  
Presiding Commissioner

Rusty MacLachlan  
1<sup>st</sup> District Commissioner

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



Shane Schoeller  
Clerk of the Commission

Christopher J. Coulter, AICP  
County Administrator

Megan Applegate  
Executive Assistant

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

**Greene County Commission**  
**Commission Briefing Minutes**

**Tuesday, June 22, 2021**  
8:45 AM  
Commission Conference Room  
1443 N. Robberson, 10<sup>th</sup> Floor

**PLEASE CHECK & RETURN**

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

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/GCCCommissionOffice>. 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

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

**Attendees:** Bob Dixon, John Russell, Chris Coulter, Megan Applegate and Donna Barton.

**Teleconference Attendees:** Cheryl Dawson-Spaulling, Jeff Scott, Tina Phillips, Sonya Anderson, Andrea Stewart, Crystal Richards, Phil Corcoran, Jeff Avers, Rick Artman, Cindy Stein and Jeff Bassham.

**Informational Items**

**Budget-Jeff Scott**

- Municipal Meeting upcoming
- ERA update.

**Chris Coulter**

- CFO meeting update.

**Donna Barton**

- Working with E-Factory to help with their website.

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

**EX1) Discussion and Possible Vote: Warranty Deed, Highway**

Commissioner John Russell moved to approve the warranty deed as presented with the Dudley's and to leave the vote open for Commissioner Rusty MacLachlan. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon and Russell. MacLachlan voted yes on June 29<sup>th</sup>.

**EX2 Discussion and Possible Vote: Temporary Construction Easement, Highway**

Commissioner John Russell moved to approve the temporary construction easement with the Dudley's as presented and to leave the vote open for Commissioner Rusty MacLachlan. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes: Dixon and Russell. MacLachlan voted yes on June 29<sup>th</sup>.

**EX3 Discussion and Possible Vote: Greene County CARES Act Indemnification Agreement**

Commissioner John Russell moved to approve the Presiding Commissioner to sign the indemnification agreement as presented and to leave the vote open for Commissioner Rusty MacLachlan. Commissioner Bob Dixon seconded the motion and it passed unanimously. Yes Dixon and Russell. MacLachlan voted yes on June 29<sup>th</sup>.

**Other:**

With no other business the meeting was adjourned.

Bob Dixon  
*Presiding Commissioner*

Rusty MacLachlan  
*1<sup>st</sup> District Commissioner*

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



Shane Schoeller  
*Clerk of the Commission*

Christopher J. Coulter, AICP  
*County Administrator*

Megan Applegate  
*Executive Assistant*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
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PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

Informational Items

Budget  
Prosecuting Attorney  
Chris Coulter  
Donna Barton

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Warranty Deed, Highway

Discussion and Possible Vote: Temporary Construction Easement, Highway

Discussion and Possible Vote: Greene County CARES Act Indemnification Agreement

Discussion and Possible Vote: CARES Reserve Fund

Other:

## WARRANTY DEED

THIS INDENTURE, made this 14th day of June, 2021 by and between **DALE DUDLEY AND THERESA Y. DUDLEY, Husband and Wife, as Tenants by the Entirety**, of the County of Greene, State of Missouri, hereinafter called "Grantor," and **GREENE COUNTY, STATE OF MISSOURI**, hereinafter called "Grantee" (mailing address of Grantee: 940 Boonville, Springfield, MO 65802);

**WITNESSETH**, that said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to it paid by the Grantee, the receipt of which is hereby acknowledged, does by these presents, **GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM** unto the said Grantee, its heirs and assigns, the following described real estate and interests in real estate in the County of Greene, State of Missouri, to-wit:

(See Attachment "A")

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns forever.

Said Grantor hereby covenants that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claims and that it will warrant and defend the title to the said premises unto the Grantee and unto its heirs and assigns forever against the lawful claims and demands of all persons whomsoever, except as follows: None.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

ACCEPTED: Greene County Commission  
DATE: \_\_\_\_\_

[Signature]  
Bob Dixon, Presiding Commissioner

[Signature]  
Rusty MacLachlan, Commissioner District 1

[Signature]  
John C. Russell, Commissioner District 2

[Signature]  
Rick Artman, Administrator  
Greene County Highway Department

Grantor:

[Signature]  
Dale Dudley

[Signature]  
Theresa Y. Dudley

STATE OF MISSOURI )  
COUNTY OF Greene ) ss.

ACKNOWLEDGMENT OF HUSBAND AND WIFE

On this 14th day of June, in the year 2021 before me, a Notary Public in and for said state, personally appeared Dale Dudley and Theresa Y. Dudley, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

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

[Signature] NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"  
KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

ATTACHMENT "A"

TRACT NO. 5 - GRANTOR: DALE DUDLEY AND THERESA Y. DUDLEY

A PARCEL OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2008, PAGE 003393-08 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE CORNER OF SECTIONS 9, 10, 15 AND 16 IN TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE N87°35'46"W ALONG THE SOUTH LINE OF SAID SECTION 9, A DISTANCE OF 1561.72 FEET; THENCE LEAVING SAID SOUTH LINE, N02°24'14"E, 0.10 FOOT TO A POINT ON THE CENTER LINE OF FARM ROAD 60 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S86°51'08"E, 150.00 FEET TO CENTER LINE STATION 1+50; THENCE S87°24'07"E, 149.94 FEET TO CENTER LINE STATION 2+99.94; THENCE S88°26'26"E, 160.13 FEET TO CENTER LINE STATION 4+60.07 FOR THE POINT OF TERMINATION. (BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE PARCEL OF LAND HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 0.55 FEET LEFT OF PROJECT CENTER LINE STATION 0+50, SAID POINT BEING ON THE NORTH LINE OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST; THENCE S87°35'46"E ALONG SAID NORTH LINE, 187.78 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SAID CORNER BEING 2.14 FEET LEFT OF CENTER LINE STATION 2+37.79; THENCE S02°10'03"W ALONG THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE EAST BOUNDARY OF GRANTOR'S LAND, 36.28 FEET TO A POINT 34.14 FEET RIGHT OF CENTER LINE STATION 2+38.06; THENCE LEAVING SAID EAST LINE, N82°03'57"W, 168.97 FEET TO A POINT 19.19 FEET RIGHT OF CENTER LINE STATION 0+70, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE N87°35'46"W ALONG SAID EXISTING RIGHT-OF-WAY LINE, 20.00 FEET TO A POINT 19.45 FEET RIGHT OF CENTER LINE STATION 0+50; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N03°08'52"E, 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,369 SQUARE FEET (0.031 ACRE) OF NEW LAND FOR FARM ROAD 60.

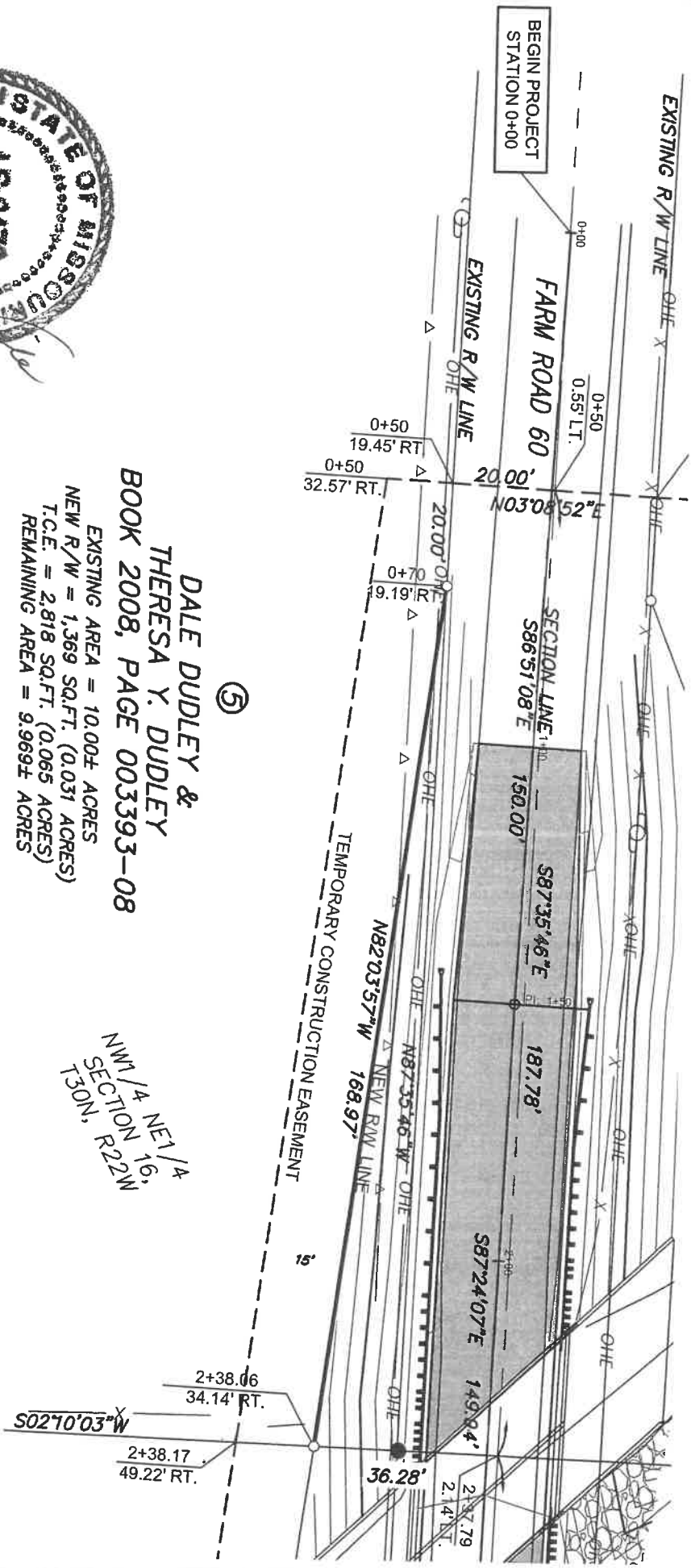
Prepared by Great River Engineering  
for Greene County, Missouri  
Project No. 4369  
Date: May 3, 2021

Great River Engineering  
2826 S. Ingram Mill, Springfield, MO 65804  
417-886-7171  
Land Surveying Corporation Certificate of Authority #2001011476





SCALE: 1"=30'



DALE DUDLEY &  
 THERESA Y. DUDLEY  
 BOOK 2008, PAGE 003393-08

EXISTING AREA = 10.00± ACRES  
 NEW R/W = 1,389 SQ.FT. (0.031 ACRES)  
 T.C.E. = 2,818 SQ.FT. (0.065 ACRES)  
 REMAINING AREA = 9.969± ACRES

⑤  
 NW 1/4 NE 1/4  
 SECTION 16,  
 T30N, R22W



05/03/2021

RIGHT-OF-WAY EXHIBIT  
 FOR  
 GREENE COUNTY, MISSOURI



**GRE**  
 GREAT RIVERS  
 ENGINEERS

ZAO S. MORGAN, III, SPRINGFIELD, MO 65804  
 PHONE (417) 888-7171 FAX (417) 888-7191  
 www.greonline.com

Missouri State Certificate of Authority Number:  
 Engineering: 2000115886, Land Surveying: 2001011479, Landscape Architecture: 2007019075

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS INDENTURE**, made this 14<sup>th</sup> day of June, 2021, by and between **Dale Dudley and Theresa Y. Dudley, Husband and Wife, as Tenants by the Entirety**, of the County of Greene, State of Missouri ("Grantor") and **Greene County, State of Missouri** ("Grantee"). The mailing address of Grantee is 940 Boonville, 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, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Greene, State of Missouri, to wit:

**(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)**

**TO HAVE AND TO HOLD** said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public street improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

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 Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (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 Temporary Easement Area; (5) provide, at reasonable times during construction, access to the public street where any excavation upon the



Easement Area might otherwise interfere therewith; and (6) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

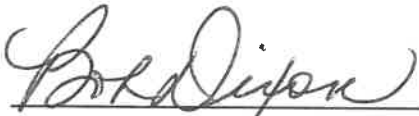
Grantor shall retain all rights to the use and occupancy of the Temporary Easement Area subject to the easement herein given.

The temporary construction easement granted in this indenture is limited to the uses and purposes herein before expressed and for no other purpose whatsoever. This temporary construction easement shall terminate one year from the date notice to proceed is issued by the Grantee for construction to begin, or upon the expiration of six (6) months after completion and acceptance of the construction project by Grantee, whichever shall occur last. Grantor agrees that this temporary construction easement shall be binding upon Grantor's successors and assigns and that in the event the premises subject to the easement is sold, assigned or conveyed, the purchaser or grantee thereof shall be advised of the existence of this temporary grant and that said transfer shall be made subject to the rights of Grantor herein.

**IN WITNESS WHEREOF**, said Grantor has executed the above the day and year first above written.

ACCEPTED: Greene County Commission

DATE: \_\_\_\_\_



Bob Dixon, Presiding Commissioner



Rusty MagLachlan, Commissioner District 1



John C. Russell, Commissioner District 2

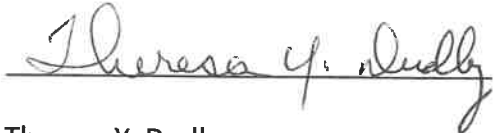


Rick Artman, Administrator  
Greene County Highway Department

Grantor:



Dale Dudley




Theresa Y. Dudley

STATE OF MISSOURI )  
COUNTY OF Greene ) SS.

ACKNOWLEDGMENT OF HUSBAND AND WIFE

On this 14<sup>th</sup> day of June, in the year 2021, before me, a Notary Public in and for said state, personally appeared Dale Dudley and Theresa Y. Dudley, his wife, known to me to be the persons who executed the foregoing instrument and acknowledged to me that they executed the same for the purposes therein stated.

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

 NOTARY PUBLIC

Print Name: Kim M. Hicks

My term of office expires: April 3, 2022

"Notary Seal"

KIM M. HICKS  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Greene County  
My Commission Expires: April 03, 2022  
Commission Number: 14601102

ATTACHMENT "A"

TRACT NO. 5 - GRANTOR: DALE DUDLEY AND THERESA Y. DUDLEY

A TEMPORARY CONSTRUCTION EASEMENT, BEING PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST IN GREENE COUNTY, MISSOURI, THE GRANTOR'S LAND AS DESCRIBED IN BOOK 2008, PAGE 003393-08 AT THE GREENE COUNTY RECORDER'S OFFICE, SAID EASEMENT HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 60 AS ESTABLISHED FOR THE BRIDGE NO. 06001501 REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 60 IS DESCRIBED AS FOLLOWS:

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THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 19.45 FEET RIGHT OF PROJECT CENTER LINE STATION 0+50, SAID POINT BEING ON THE EXISTING SOUTH RIGHT-OF-WAY LINE OF FARM ROAD 60; THENCE S87°35'46"E ALONG SAID EXISTING RIGHT-OF-WAY LINE, 20.00 FEET TO A POINT 19.19 FEET RIGHT OF CENTER LINE STATION 0+70; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S82°03'57"E, 168.97 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 22 WEST AND THE EAST BOUNDARY OF GRANTOR'S LAND AT A POINT 34.14 FEET RIGHT OF CENTER LINE STATION 2+38.06; THENCE SOUTHERLY ALONG SAID EAST LINE TO A POINT 49.22 FEET RIGHT OF CENTER LINE STATION 2+38.17; THENCE LEAVING SAID EAST LINE, NORTHWESTERLY TO A POINT 32.57 FEET RIGHT OF CENTER LINE STATION 0+50; THENCE NORTHERLY TO THE POINT OF BEGINNING.

CONTAINING 2,818 SQUARE FEET (0.065 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by Great River Engineering  
for Greene County, Missouri  
Project No. 4369  
Date: May 3, 2021

Great River Engineering  
2826 S. Ingram Mill, Springfield, MO 65804  
417-886-7171  
Land Surveying Corporation Certificate of Authority #2001011476



## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is entered by and between Greene County, Missouri, a political subdivision (“County”), and the Board of Directors of Gillioz Center for Arts & Entertainment, a 501c-3 not-for-profit (“Venue”), and is effective as of this \_\_\_\_ day of June, 2021 (“Effective Date”).

WHEREAS, on March 27, 2020, the Coronavirus Aid, Relief, and Economic Security (“CARES”) Act was enacted by the federal government in order to protect the American people from the public health and economic impacts of COVID-19 by providing direct economic assistance to qualifying workers, families, small businesses, and state and local governments;

WHEREAS, pursuant to Section 14.435 of SS SCS HCS HB 2014, twenty-five percent (25%) of the total CARES Act funds allocated to the State of Missouri have been remitted to Missouri counties for disbursement consistent with the underlying purposes and eligibility requirements of the CARES Act;

WHEREAS, the Shuttered Venue Operations Grant (SVOG) program was established by the Economic Aid to Hard-Hit Small Businesses, Nonprofits, and Venues Act on December 27, 2020, and amended by the American Rescue Plan Act on March 11, 2021 to be administered by SBA’s Office of Disaster Assistance to provide economic aid to venues shuttered by the COVID-19 pandemic.

WHEREAS, the Venue applied for CARES Act funding from the County, which was approved by the County, contingent upon the Venue’s indemnification obligations as further set forth herein.

WHEREAS, the Venue subsequently applied for the Shuttered Venue Operations Grant funding from the SBA. To date, no notification of funding has been received by the Venue from the SBA on the Shuttered Venue Operations Grant.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties hereto, it is understood and agreed by the parties as follows:

1. Sub-Award. On June 17, 2021, the County approved a federal pass-through award to the Venue in the amount up to Fifty Four Thousand Six Hundred Forty Five Dollars and Ninety Six Cents (\$54,645.96) for payroll and utility expenses (“Expenses”) related to the operation of the Venue, provided that such expenses are incurred between March 1, 2020 and December 30, 2020 (“Sub-Award”). Such Sub-Award is contingent upon the Venue’s indemnification obligation, as set forth in Section 3, below.

2. CARES Act Eligibility. Both parties have independently evaluated the Venue’s underlying application for funding, and have each determined that the expenses upon which the Sub-Award is predicated are qualifying expenses that meet all eligibility requirements of the CARES Act.

3. Venue's Indemnification Obligation. In the event the Venue receives federal funding from the SBA's Shuttered Venue Operational Grant or any other federal grant funding, that has been previously covered under CARES Act funding, it shall be the sole responsible of the Venue to return such funding to the grantor. The Venue shall provide the County with documentation of the funds being returned to the SBA or other federal agency. The County shall have no reimbursement obligation with respect to the Sub-Award.

4. Entire Agreement. This Agreement constitutes the complete agreement between the parties related to the subject matter hereof. This Agreement supersedes any and all prior or contemporaneous representations, negotiations, promises, covenants, or discussions, whether oral or written.

5. Amendment. No modifications to this Agreement shall be binding unless memorialized in a formal written amendment or addendum that is signed by the parties.

6. Applicable Law; Choice of Venue. This Agreement shall be construed according to the laws of the State of Missouri. Any legal action brought to enforce this Agreement shall be brought in the Circuit Court of Greene County, Missouri.

7. Severability. Each and every provision, section, subsection, paragraph, and clause shall be separable from each and every other part hereof so that the invalidity of any part hereof shall not affect the validity of the remainder.

8. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

9. Headings. Headings contained in this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by electronic or facsimile means shall be as effective as delivery of a manually executed counterpart of this Agreement. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the parties against whom enforcement is sought.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the last date indicated below.

**GREENE COUNTY, MISSOURI**

**BOARD OF DIRECTORS, GILLIOZ  
CENTER FOR ARTS AND  
ENTERTAINMENT**



Bob Dixon  
Greene County Presiding Commissioner



Tyler Hellweg  
President