

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

**Greene County Commission
Commission Briefing Minutes**

Thursday, October 28, 2021
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th 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.gommeet.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.

WARNING Under Missouri law, any individual entering the premises or engaging the services of Greene County waives all civil liability against the individual or Greene County for any damages based on inherent risks associated with an exposure or potential exposure to COVID-19, except for recklessness or willful misconduct.

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate, Robert Jehle and Jenny Hayward

Teleconference Attendees: Allen Icet, Kevin Barnes, Larry Woods, Jeff Bassham, Rob Rigdon, Rick Artman, Sydney Allen, Cindy Stein, Tina Phillips, Fred Lizama, Franz Williams, Andrea Stewart, Mike Cagle, John Wilson, Jim Arnott, Justin Hill and Jeff Avers.

Informational Items

Resource Management-Kevin Barnes and Franz Williams

- DNR on site next week.
- Compressor update.
- Staffing update custodian dept.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Festival License Approval for Light the Way Ministry

Commissioner John Russell moved to approve the festival license for Light the Way Ministry contingent upon Greene County still owning the property at the time of the festival. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Residential PACE Program, David Jackson

Commissioner Rusty MacLachlan moved to table the residential PACE Program. Commissioner John Russell seconded the motion and it passed unanimously Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Warranty Deed, Highway

Commissioner Rusty MacLachlan moved to approve the warranty deed as presented. Commissioner John Russell seconded the motion and it passed unanimously Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Temporary Construction Easement, Highway

Commissioner Rusty MacLachlan moved to approve the temporary construction easement. Commissioner John Russell seconded the motion and it passed unanimously Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Cooperative Agreement with MoDOT for Guardrail Improvements, Highway

Commissioner Rusty MacLachlan moved to approve the cooperative agreement as presented. Commissioner John Russell seconded the motion and it passed unanimously Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: IGA for Forensic Pathology Services with Webster County, Medical Examiner's Office

Commissioner John Russell moved to approve the IGA with Webster County as presented. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

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

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

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Informational Items
Resource Management

Items for Consideration and Action by the Commission
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Discussion and Possible Vote: Residential PACE Program, David Jackson

Discussion and Possible Vote: Warranty Deed, Highway

Discussion and Possible Vote: Temporary Construction Easement, Highway

Discussion and Possible Vote: Cooperative Agreement with MoDOT for Guardrail Improvements, Highway

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

Discussion and Possible Vote: IGA for Forensic Pathology Services with Webster County, Medical Examiner's Office

Other:

Revised on 10/26/2021 @ 9:30 AM

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
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COUNTY COMMISSION
Greene County, Missouri
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Informational Items
Resource Management

Items for Consideration and Action by the Commission
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✓ Discussion and Possible Vote: Residential PACE Program, David Jackson

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em Discussion and Possible Vote: IGA for Forensic Pathology Services with Webster County, Medical Examiner's Office

Other:

Revised on 10/26/2021 @ 9:30 AM

WARRANTY DEED

THIS INDENTURE, made this 13th day of October, 2021 by and between FIOCCHI OF AMERICA, INC., of the County of Christian, 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: 10/28/21

Bob Dixon

Bob Dixon, Presiding Commissioner

Rusty Maclachlan

Rusty Maclachlan, Commissioner District 1

John C. Russell

John C. Russell, Commissioner District 2

Rick Artman

Rick Artman, Administrator
Greene County Highway Department

Grantor:

FIOCCHI OF AMERICA, INC.

By: Donna S Swafford

Print Name/Title:

Donna S. Swafford, CFO

STATE OF MISSOURI)
COUNTY OF Greene) SS.

ACKNOWLEDGEMENT OF CORPORATION OFFICIAL

On this 13th day of October in the year 2021, before me, a Notary Public in and for said state, personally appeared Donna S. Swafford, CFO of FIOCCHI OF AMERICA, INC., known to me to be the person who executed the foregoing instrument in behalf of said corporation and acknowledged to me that she 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 Nixa Missouri the day and year first above written.

Jesse Granados Jr. NOTARY PUBLIC

"Notary Seal"

Print Name: Jesse Granados Jr.

My term of office expires: June 20, 2023



ATTACHMENT "A"

TRACT NO. 1

GRANTOR: FIOCCHI OF AMERICA, INC. (GRANTOR'S DEED FILED AT THE GREENE COUNTY RECORDER'S OFFICE, BOOK 2405, PAGE 1714)

A PARCEL OF LAND FOR GREENE COUNTY FARM ROAD 175, BEING A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST IN GREENE COUNTY, MISSOURI, SAID PARCEL HEREINAFTER DESCRIBED WITH REFERENCE TO THE SURVEYED CENTER LINE OF FARM ROAD 175 FOR THE BRIDGE NUMBER 1750227 OVER FARMER'S BRANCH REPLACEMENT PROJECT.

THE SURVEYED CENTER LINE OF FARM ROAD 175 IS DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING IRON PIN AT THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 28 NORTH, RANGE 21 WEST; THENCE N01°23'39"E ALONG THE WEST SECTION LINE, 735.56 FEET; THENCE LEAVING SAID WEST SECTION LINE, S88°36'21"E, 604.63 FEET TO A POINT ON THE CENTER LINE OF FARM ROAD 175 AT PROJECT CENTER LINE STATION 0+00 FOR THE POINT OF BEGINNING OF THE CENTER LINE DESCRIBED HEREIN; THENCE S14°48'36"W, 349.00 FEET TO CENTER LINE STATION 3+49 FOR THE POINT OF TERMINATION.

(BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE PARCEL OF LAND HEREIN CONVEYED ON THE LEFT OR EASTERLY SIDE OF THE ABOVE-DESCRIBED CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 175, SAID POINT BEING 25.00 FEET LEFT OF CENTER LINE STATION 0+13.50; THENCE S14°48'36"W ALONG SAID EXISTING RIGHT-OF-WAY LINE, 61.50 FEET TO A POINT 25.00 FEET LEFT OF CENTER LINE STATION 0+75; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, S08°23'18"E, 38.08 FEET TO A POINT 40.00 FEET LEFT OF CENTER LINE STATION 1+10; THENCE S14°48'36"W, 115.00 FEET TO A POINT 40.00 FEET LEFT OF CENTER LINE STATION 2+25; THENCE S31°30'34"W, 52.20 FEET TO A POINT 25.00 FEET LEFT OF CENTER LINE STATION 2+75, SAID POINT BEING ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 175; THENCE S14°48'36"W ALONG SAID EXISTING RIGHT-OF-WAY LINE, 74.00 FEET TO A POINT 25.00 FEET LEFT OF CENTER LINE STATION 3+49; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, N75°11'24"W, 25.00 FEET TO CENTER LINE STATION 3+49; THENCE N14°48'36"E ALONG SAID CENTER LINE, 335.50 FEET TO CENTER LINE STATION 0+13.50; THENCE LEAVING SAID CENTER LINE, S75°11'24"E, 25.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,363 SQUARE FEET (0.054 ACRE) OF NEW LAND FOR FARM ROAD 175.

Prepared by: Great River Engineering
For: Greene County, Missouri
Project No. 4265
Date: March 16, 2021

Great River Engineering
2826 S. Ingram Mill, Springfield, MO 65804 • 417-886-7171

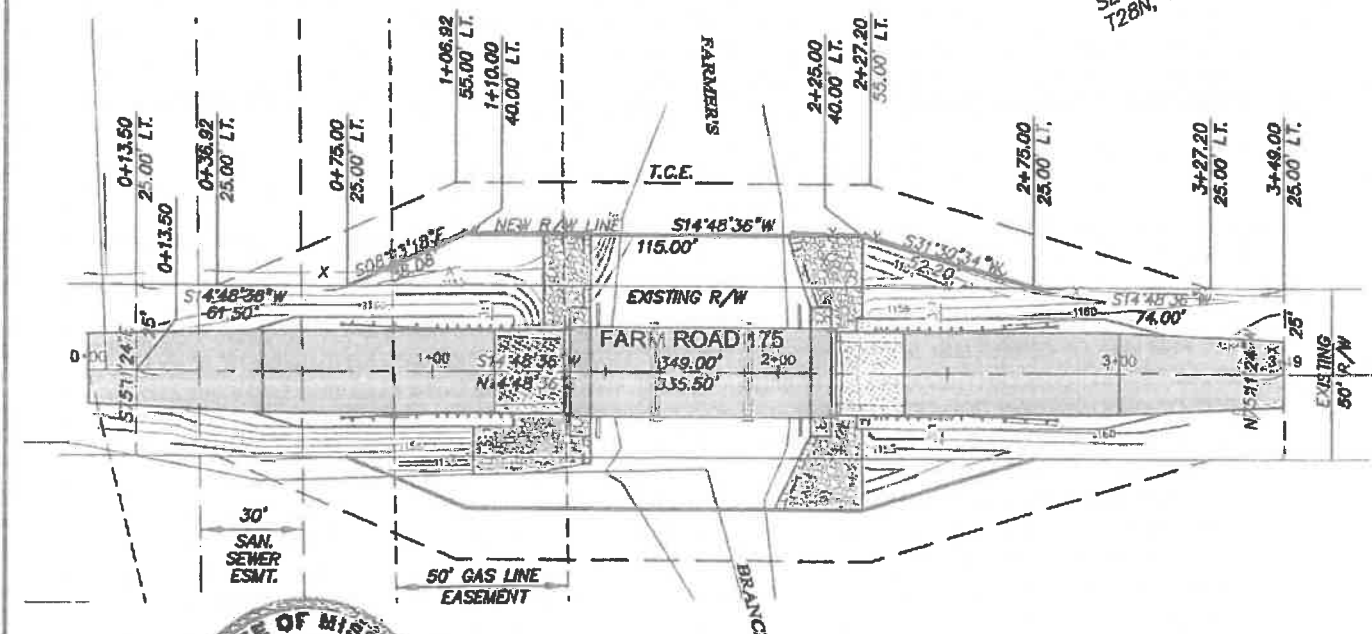
Land Surveying Corporation Certificate of Authority #2001011476



EXISTING AREA = 43.26± ACRES
 NEW R/W = 2,383 SQ.FT. (0.054 ACRES)
 T.C.E. = 3,798 SQ.FT. (0.087 ACRES)
 REMAINING AREA = 43.206± ACRES

①
 FIOCCHI OF AMERICA, INC
 BOOK 2405, PAGE 1714

SW1/4 SW1/4
 SECTION 28,
 T28N, R21W



SCALE: 1"=40'

05/27/2021

RIGHT-OF-WAY EXHIBIT
 FOR
 GREENE COUNTY, MISSOURI

GRE
 GREAT RANGE
 ENGINEERING, INC.
 200 S. DORRILL, STAMFORD, CT 06907
 PHONE: (877) 885-7171 FAX: (817) 885-7258
 www.gre.com

Missouri State Conference of Publicly Employed
 Engineers, 2002 LICENSE, Land Surveying: 20070151479, Landscape Architecture: 2002012071

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 13th day of October, 2021, by and between **FIOCCHI OF AMERICA INC.**, of the County of Christian, 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 road 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: 10/24/21



Bob Dixon, Presiding Commissioner



Rusty MacLachlan, Commissioner District 1



John C. Russell, Commissioner District 2



Rick Artmen, Administrator
Greene County Highway Department

Grantor:

FIOCCHI OF AMERICA, INC.

By: 

Print Name/Title:

Donna Swafford,
CFO

STATE OF MISSOURI)
COUNTY OF Greene) SS. ACKNOWLEDGEMENT OF CORPORATION OFFICIAL

On this 13th day of October in the year 2021, before me, a Notary Public in and for said state, personally appeared Donna S. Swafford, CFO of FIOCCHI OF AMERICA, INC., known to me to be the person who executed the foregoing instrument in behalf of said corporation and acknowledged to me that she 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 Nixa Missouri the day and year first above written.

Jesse Granados Jr.

NOTARY PUBLIC

"Notary Seal"

Print Name: Jesse Granados Jr.

My term of office expires: June 20, 2023



ATTACHMENT "A"

TRACT NO. 1

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(BEARINGS ARE BASED ON GRID NORTH, MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.)

THE TEMPORARY CONSTRUCTION EASEMENT HEREIN CONVEYED ON THE LEFT OR EASTERLY SIDE OF THE ABOVE-DESCRIBED CENTER LINE IS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 25.00 FEET LEFT OF CENTER LINE STATION 0+36.92, SAID POINT BEING ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 175; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE, SOUTHERLY TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 1+06.92; THENCE SOUTHERLY TO A POINT 55.00 FEET LEFT OF CENTER LINE STATION 2+27.20; THENCE SOUTHWESTERLY TO A POINT 25.00 FEET LEFT OF CENTER LINE STATION 3+27.20, SAID POINT BEING ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 175; THENCE NORTHERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO A POINT 25.00 FEET LEFT OF CENTER LINE STATION 2+75; THENCE LEAVING SAID EXISTING RIGHT-OF-WAY LINE NORTHEASTERLY TO A POINT 40.00 FEET LEFT OF CENTER LINE STATION 2+25; THENCE NORTHERLY TO A POINT 40.00 FEET LEFT OF CENTER LINE STATION 1+10; THENCE NORTHERLY TO A POINT 25.00 FEET LEFT OF CENTER LINE STATION 0+75, SAID POINT BEING ON THE EXISTING EASTERLY RIGHT-OF-WAY LINE OF FARM ROAD 175; THENCE NORTHERLY ALONG SAID EXISTING RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 3,796 SQUARE FEET (0.087 ACRE) OF TEMPORARY CONSTRUCTION EASEMENT.

Prepared by: Great River Engineering
for Greene County, Missouri
Project No. 4265
Date: March 16, 2021

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



CCO Form: DE63
Approved: 12/17 (BDG)
Revised: 03/21 (BDG)
Modified:

County and Cost Apportionment Agreement
Route: Outer Road 44
County: Greene
Job No.:J8S3219
Agreement No. 2021-08-64777

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
COUNTY AND COST APPORTIONMENT 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 Outer Road 44, Greene County, Job No. J8S3219 shall consist of pavement resurfacing and guardrail improvements from Farm Road 112 to 0.2 miles west of Route 13 in Springfield, Missouri.

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

Beginning 100 feet west of the intersection of Farm Road 112 with Outer Road 44, run in a generally easterly direction along Outer Road 44 to 0.2 miles west of the intersection of Outer Road 44 and Route 13.

And, beginning 100 feet northwest of the intersection of Farm Road 127 and Farm Road 137, run in a generally southeast direction along Farm Road 127 to the northern edge of Bridge A0441 (Bridge spanning I-44)

And, beginning 100 feet north of the intersection of Farm Road 127 and Farm Road 137, run in a generally southerly direction along Farm Road 137 to the intersection of Farm Road 127 and Farm Road 137.

Length of improvement within county is 2.04 miles.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the County limits as they exist on the date this Agreement is executed by the County.

(4) 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.

(5) 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. J8S3219. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(C) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree as follows:

(A) The total project cost is currently estimated at three hundred eighty four thousand nine hundred thirty one dollars (\$384,931).

(B) The County shall pay for all work necessary for guardrail replacement on Farm Road 137 within Greene County Right of Way, currently estimated at five thousand three hundred and forty five dollars (\$5,345). Details of the guardrail work are shown on the plans prepared by the Commission.

(C) The Commission will pay for the remaining portion of the total project cost for roadway improvements, currently estimated at three hundred seventy nine thousand five hundred eighty six dollars (\$379,586). Of this amount, the Commission shall provide three hundred seventy nine thousand five hundred eighty six dollars (\$379,586).

(D) The County shall remit a check in the amount of five thousand three hundred forty five dollars (\$5,345) to cover estimated costs for guardrail improvements on Farm Road 137 no later than five (5) days prior to the Commission's advertisement of the project for bids. The check should be made payable to the *Director of Revenue – Credit State Road Fund*. If the County fails to make the required deposit, the Commission is under no obligation to continue with the project.

(E) The County shall be responsible for all cost overruns of the guardrail replacement on County Right of Way on Farm Road 137. The County will receive all cost underruns for the guardrail replacement on County Right of Way on Farm Road 137.

(F) The Commission shall be responsible for all cost overruns and will receive all cost underruns for the remainder of the project costs.

(G) If, at the time of the letting, the lowest responsive bid is higher than the estimated cost for guardrail improvements on Farm Road 137, the County, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the County payment is due, it shall notify the County of the new due date in writing, which shall be binding immediately upon the County's receipt of the written notice. The check must be made payable to the *Missouri Highways and Transportation Commission – Credit Local Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the County fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the County by the extended due date. If the Commission makes a contingent award of the contract and the County fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The County agrees that all funds deposited by the County, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the County for this project, the County, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the County.

(9) 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.

(10) CLOSE AND VACATE: If the Commission deems it necessary to close roads permanently during construction, the County will be advised in time to make provisions for the diversion and rerouting of traffic.

(11) RIGHT-OF-WAY ACQUISITION:

No acquisition of additional right-of-way is anticipated in connection with Job No. J8S3219 or contemplated by this Agreement.

(12) 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 limits and located on an existing County street, 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 other than a County street or alley, 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 authorized representative. The County shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) 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 street lighting system shall be installed or maintained by or for the County on the improvement without approval of the Commission.

(14) 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 streets 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 streets and highways at any point where they intersect this highway without approval of the Commission.

(15) 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.

(16) 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.

(17) COMMENCEMENT OF WORK: The Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (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. 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.

(18) 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 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 streets, the right-of-way acquired for these adjustments and connections will be deeded to the County.

(C) Before construction, the County will have an opportunity to review any additional roads or revisions of roads that are identified to be transferred to the County after the completion of construction. 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.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the County street 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, but such normal maintenance shall not include repair of damage caused by activities of the Commission, its contractor, or other parties involved in the construction of the project.

(20) 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 street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the County street 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 street system under this Agreement shall cease upon completion of the improvement.

(21) 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 ordinances 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.

(22) 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 County owned right-of-way within the limits of the improvement.

(23) 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 shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the County fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances 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.

(25) 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.

(26) 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 Southwest 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 Southwest 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.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the County and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the County and Commission, respectively.

(28) 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.

(29) 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.

(30) 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:
Box Dixon, Presiding Commissioner
Greene County Commission Office
1443 North Robberson Avenue, 10th Floor
Springfield, Missouri 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:417-895-7637 (refer to MoDOT Job No. J8S3219)

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.

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

(32) 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.

(33) 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.

(34) 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.

(35) 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.

(36) 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.

(37) AUDIT OF RECORDS: The County must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(38) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement.

(39) NO INTEREST: By contributing to the cost of this project or improvement, the County gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the County shall not be entitled to a refund of the funds contributed by the County pursuant to this Agreement.

(40) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the County for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the County with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the County's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the County's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the County and the Commission.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(43) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(44) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

[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 the _____ day of _____, 20____.

Executed by the Commission on the _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

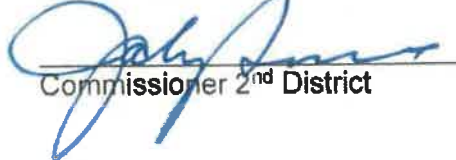
By: _____

Title: _____

GREENE COUNTY


Presiding Commissioner


Commissioner 1st District


Commissioner 2nd District

ATTEST:

ATTEST:

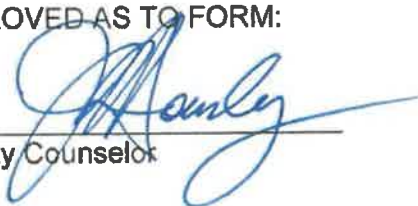
Secretary to the Commission

County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel


County Counselor

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.

EXHIBIT A

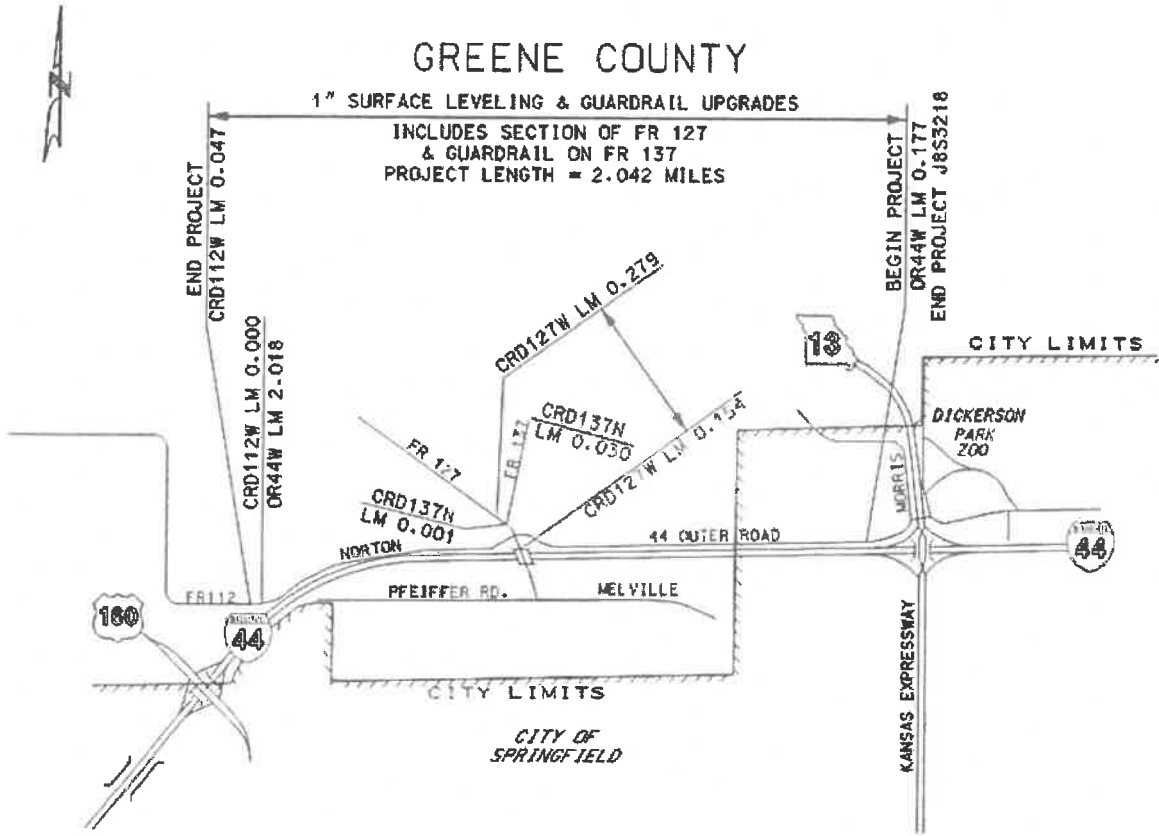


Exhibit B

Project Name: I-44 Outer Road resurfacing and guardrail improvements

MoDOT Project Number: J8S3219

Description: Pavement Resurfacing from Farm Road 112 to 0.2 miles west of Route 13

Total Project Cost Estimate: \$384,931

Local Entity: Greene County

	Current Estimate	Greene County Participation
Preliminary Engineering	\$10,000	\$0
Right of Way Acquisition (including easements)	\$0	\$0
Right of Way Incidentals	\$0	\$0
Utilities	\$0	\$0
MoDOT Roadway Construction	\$338,586	\$0
Farm Road 127 Guardrail Construction	\$5,345	\$5,345
Construction Engineering	\$31,000	\$0
Total	\$384,931	\$5,345

Project Responsibilities:

Design	MoDOT
Right of Way Acquisition	MoDOT
Letting	MoDOT
Inspection	MoDOT

Financial Responsibilities:

MoDOT	\$379,586
County/ County Local Funds	\$5,345
Total Project Cost:	\$384,931

How are overruns and underruns handled?

The County will be responsible for cost overruns for the guardrail replacement on Farm Road 137 on Greene County Right of Way. The County will receive cost under run savings for these improvements.

The Commission will be responsible for cost overruns for the roadway improvements along Outer Road 44, Farm Road 127 and Farm Road 137 within MoDOT Right of Way. The Commission will receive cost under runs for these improvements.