

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, March 10, 2022
9:30 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN
 PC *Online*
 CC1P
 CC2 ABSENT

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

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, Chris Coulter, Megan Applegate, Royce Denny, Kevin Barnes, Laura Merriman, Jenny Hayward and Robert Jehle.

Teleconference Attendees: Mike Cagle, Jeff Bassham, Rance Burger, Cindy Stein, Phil Corcoran, Fred Lizama, Jill Randolph, Andrea Stewart, Allen Icet, Rob Rigdon and Rick Artman

Informational Items

Resource Management-Kevin Barnes

- Jail project update.
- Courtroom project update.
- Staffing issues.
- Staffing update.

Sheriff-Phil Corcoran

- Funeral detail upcoming.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Funding Memorandum and Lease Extension and Amendment for the Missouri Institute of Natural Science, Resource Management

Commissioner Rusty MacLachlan moved to approve the funding memorandum and lease extension and amendment for the Missouri Institute of Natural Science. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Absent: Russell

Discussion and Possible Vote: Missouri Institute of Natural Science Sponsorship Agreement Addendum, Resource Management

Commissioner Rusty MacLachlan moved to approve the sponsorship agreement addendum for the Missouri Institute of Natural Science. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Absent: Russell

Discussion and Possible Vote: Approval of Utility Easements for Jail Property, Resource Management

Commissioner Rusty MacLachlan moved to approve the utility easement for jail property. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Absent: Russell

Discussion and Possible Vote: Watershed Committee of the Ozarks for Calendar Year 2022, Resource Management

Commissioner Rusty MacLachlan moved to approve the Watershed Committee of the Ozarks for calendar year 2022 and leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Commissioner John Russell vote yes on March 21, 2022.

Discussion and Possible Vote: Summerill Proposal, Sheriff's Office
Informational item only, no action taken.

Other:

With no other business the meeting was adjourned.

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Informational Items
Resource Management
Sheriff
Juvenile

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Funding Memorandum and Lease Extension and Amendment for the Missouri Institute of Natural Science, Resource Management

Discussion and Possible Vote: Missouri Institute of Natural Science Sponsorship Agreement Addendum, Resource Management

Discussion and Possible Vote: Approval of Utility Easements for Jail Property, Resource Management

Discussion and Possible Vote: Watershed Committee of the Ozarks for Calendar Year 2022, Resource Management

Discussion and Possible Vote: Summerill Proposal, Sheriff's Office

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

Other:

REVISED 03/09/2022 @ 8:08 AM



federal IGA solutions for local jails

1250 Connecticut Avenue, NW
Suite 700
Washington, DC 20036

Office: 202-261-6540

joseph@summerill.net

February 24, 2022

Sheriff Jim C. Arnott
Greene County Sheriff's Office
1010 N. Boonville Ave.
Springfield, MO 65802

Subject: PROPOSAL: Prepare / Submit Application and Then Negotiate
An Intergovernmental Service Agreement Between New Greene
County Detention Center And U.S. Marshals Service

Dear Sheriff Arnott:

I appreciate your consideration of the Summerill Group, LLC for calculating and negotiating a per diem rate for housing U.S. Marshals Service (USMS) prisoners in the new Greene County Detention Center. The following proposal, if accepted, will serve as the contract between the Summerill Group, LLC and Greene County, MO for this project.

STATEMENT OF WORK FOR THE GREENE COUNTY PROJECT.

- Since the Greene County Detention Center will be a new facility, Summerill shall work with the Greene County Sheriff to determine all projected allowable and allocable costs associated with the future operation of the Detention Center. Our focus will only be on projected operational costs for the period FY 2022 through FY 2025.
- Summerill will build the Detention Center's USMS per diem rate in compliance with the U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200) and Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553). ** We will also calculate a new transportation / hospital guard rate, as well as a rate for guards participating in video court services. **
- Summerill will then present to Sheriff Arnott a draft application to submit to USMS. We will also research neighboring USMS per diem rates and make a strategic recommendation regarding the submittal of the Sheriff's application to USMS.



Greene County Sheriff's Office
U.S. Marshals Project – New Greene County Detention Center
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If the Sheriff chooses (for whatever reason) not to submit the USMS application prepared by Summerill, no fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

- Upon the Sheriff's approval, Summerill will upload the application along with the supporting cost data and operational data (for the new per diem rate and the new transportation / guard service rate) through the FBI LEEP (Law Enforcement Enterprise Portal) website and start working with the USMS grants officer to ensure that the Sheriff's application is reviewed and negotiated in a timely manner.
- Summerill will work with the USMS grants officer as she reviews our cost and operational data, answering all questions raised regarding the application and provide her with answers.
- Summerill will then partner with the Sheriff's Office to conduct the actual negotiations with USMS. Summerill will supply the federal government with all necessary data and back up material to support the per diem rate requests.
- Once the Sheriff and USMS agree upon new rates, Summerill will work with the grants officer to answer any remaining questions during the finalization process.
- Finally, Summerill will review the final draft IGA and recommend whether the Sheriff should execute the agreement or seek changes in the IGA language.

If the Sheriff chooses (for whatever reason) not to execute the new USMS IGAs, no additional fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

TEAM PROVIDING SERVICES TO GREENE COUNTY.

Joe Summerill is the Managing Principal of Summerill Group, LLC. Joe specializes in federal government contracts related to the Department of Justice's Federal Bureau of Prisons, United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. He has over twenty years of experience in negotiating federal contracts and IGAs.

Michele Sharpe is the Senior Grants Officer for The Summerill Group, LLC. Michele specializes in the preparation and submission of Intergovernmental Service Agreement applications to the US Marshals Service and Immigration & Customs Enforcement. Ms. Sharpe has developed internal algorithms which can assist local government is calculating per diem rates.



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COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM.

In consideration for the services described above, the Parties agree that the Summerill Group, LLC shall be paid a firm fixed fee of **FORTY THOUSAND DOLLARS (\$42,500.00)**. Payment shall occur as follows:

Phase One:

An amount of **TWENTY-ONE THOUSAND DOLLARS (\$21,000.00)** shall be paid within 30 (thirty) days after the successful submission of the Sheriff's application to USMS;

If the Sheriff chooses not to submit the new USMS application prepared by Summerill, no fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

Phase Two:

An amount of **TWENTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$21,500.00)** shall be paid within 30 (thirty) days after Greene County's execution of a new USMS IGA;

If the Sheriff chooses not to execute the new USMS IGAs, no additional fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

The Summerill Group, LLC will submit invoices which do not reflect an hourly breakdown of the work performed by Summerill, but instead state: "For Services Rendered to Greene County, Missouri in Connection with the Formation and Execution of an Intergovernmental Agreement Between Greene County and the U.S. Marshals Service for the housing of Federal Prisoners in the Greene County Detention Center."

Invoices from The Summerill Group, LLC shall be paid within 30 days of receipt.

TIME FRAME FOR THIS PROJECT.

From the date of engagement until the date that the County executes a new USMS IGA is typically 90 to 110 days. However, we are seeing an unusual delay due to technical problems regarding the new FBI LEEP system. If we can begin the Greene County Project in February / March 2022, we anticipate negotiating with USMS in April / May 2022 and a new rate in place for the Sheriff by June / July 2022.



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WAIVER OF CONFLICTS.

In consideration for the services described above, the Parties agree that the Summerill Group may represent other counties (including those in Missouri) seeking to negotiate IGA per diem rates with U.S. Marshals Service and / or Immigration & Customs Enforcement.

EXPIRATION OF OFFER.

This offer expires on March 18, 2022.

Thank you again for your consideration of hiring the Summerill Group LLC for this project. Upon your approval, we will move forward. In the meantime, please do not hesitate to contact me with any questions.

JOSEPH SUMMERILL
202-261-6540

Accepted and agreed to this ____ day of _____, 2022 for Greene County, Missouri.

By: _____

Title: _____

1. Recitals. The parties adopt the above and foregoing recitals as if fully set forth herein.
2. Dismissal of Bankruptcy. Jamestown agrees that, upon the request of Greene County it shall file a motion with the Bankruptcy Court requesting approval of this Agreement and, in connection therewith, a voluntary dismissal of the action with prejudice to the refile of the matter for 180 days to allow Greene County to commence a judicial foreclosure sale in Greene County, Missouri as it relates to the Property and subject to the unpaid NID assessments.
3. Consent to Greene County Action. Jamestown agrees that Greene County may proceed with a Missouri State Court judicial foreclosure action pursuant to RSMo. § 67.469 and agrees to accept service of process and waive its rights to statutory redemption and hereby agrees to the Greene County court proceeding with the action for judicial foreclosure. A copy of the consent and waiver is attached hereto as Exhibit "A" and made a part hereof by this reference.
4. Jamestown Assignment of Rights in Rogersville Community Improvement District. Jamestown agrees to assign to Greene County any and all rights that it might have in the Rogersville Community Improvement District (CID), but Jamestown makes no representations or warranties regarding the validity or status of the CID. Jamestown further shall sign a document assigning to Greene County any and all declarant rights it may possess in the Jamestown subdivision or the Property. A copy of the assignment is attached hereto as Exhibit "B" and made a part hereof by this reference.
5. Cooperation. Jamestown agrees to cooperate in the judicial foreclosure and Greene County is allowed to foreclose and accelerate the NID on all non-paying lots pursuant to RSMo. § 67.469.
6. Control of Disposition after Foreclosure. Jamestown agrees that subsequent to foreclosure, if Greene County is the successful bidder, that Greene County shall have complete control, in its reasonable discretion, for the listings, sales prices, brokers, closings and all aspects of the post-foreclosure disposition subject only to Jamestown's right to proceeds as set forth below. Greene County can attempt to get the prices it deems necessary to recover its outstanding bond amounts and costs in any post-foreclosure disposition, but shall use its best efforts to maximize the proceeds from the sale of the Property.
7. Consideration to Jamestown. As consideration for entering into this Agreement, Jamestown shall receive 10% of the gross sales proceeds from the disposition of any of the Property. Jamestown shall not be an owner of the Property after the foreclosure, but will hold a 10% participation interest in the gross sales proceeds of the Property. Jamestown shall have no right to assert any interest or claim to the sums that Greene County bids at the foreclosure sale; however, Jamestown shall receive 10% of any gross sales proceeds from the Property received by Greene County if and only if Greene County is not the successful bidder at the foreclosure sale.
8. Fee for Obtaining Buyers. In addition, Jamestown shall have the right to an additional 6% of the post-foreclosure sale proceeds from the sale and closing of a lot if it

introduces the buyer or buyer's successors and assigns as designated in writing prior to closing or if determined that Jamestown was the procuring cause of a parcel or parcels of the Property prior to Greene County obtaining a broker under a listing agreement (the "Listing Agreement"), or if reserved prior to Greene County obtaining a listing; or after a broker is identified for 3% for the seller's/buyer's side of the fee if Jamestown introduces the buyer or buyer's successors and assigns as designated in writing prior to closing or if determined that Jamestown was the procuring cause to Greene County and the contract closes. Jamestown represents that it has been in negotiations with potential buyers and will provide Greene County with a list of such potential buyers which potential buyers will be exempt from the Listing Agreement and for which Jamestown would be entitled to a 6% commission as opposed to a 3% commission as set forth above. Such list will be provided within seven (7) days prior to the foreclosure sale.

9. Binding Effect and Benefits. This Agreement shall be binding upon, and shall inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, personal representatives, successors and assigns.

10. Survival of Representations and Covenants. All representations, covenants, warranties and agreements contained in or made pursuant to this Agreement, or in any certificate, statement or instrument delivered by a party pursuant to this Agreement, shall survive the execution and delivery hereof and of any closing hereunder for the benefit of the other parties.

11. Amendments. This Agreement may not be altered, amended or modified except pursuant to a written instrument executed by all the parties hereto.

12. Authority. The parties executing this Agreement represent that they have the full authority to bind their respective entities hereby, and all appropriate and necessary corporate and limited liability company action has been taken in order to authorize the transactions contemplated by this Agreement.

13. Entire Agreement. This Agreement constitutes the entire understanding of the parties as to the transactions contemplated herein, and supersedes any and all understandings or agreements, if any, oral or written, between the parties relating to the subject matter hereof. There are no understandings, representations, agreements, promises or covenants other than those included herein.

14. No Assignment. This Agreement, and all rights and obligations herein, may neither be assigned nor delegated by a party without the prior written consent of the other parties which consent may be granted or withheld in said party's sole and absolute discretion.

15. Waiver. Either party hereto may waive any requirement, covenant, condition or obligation to be performed by the other parties, provided that such waiver shall be in writing and executed by the party waiving the requirement, covenant, condition or obligation, and shall be specifically designated as a waiver hereunder with reference to the applicable Section and paragraph of this Agreement. Except as herein set out, a waiver by a party of any breach of any term, covenant, or condition contained herein to be performed by a party, or the delay, forbearance, indulgence or failure of a party in exercising any right hereunder on account of such

breach, or the partial exercise of such right, shall not be deemed a waiver of any subsequent breach of the same term or any other term, covenant or condition hereof.

16. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

17. Time. Time is of the essence of each and every provision of this Agreement.

18. Severability. If an provision of this Agreement or any related document or instrument is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be either (i) reformed by a court of competent jurisdiction to reflect the intent of the parties, or (ii) deleted from the Agreement by the court, whichever course of action in the opinion of the court would best reflect the intent of the parties, taking into consideration all provisions of the Agreement. If a provision is deleted, the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by severance herefrom.

19. Further Actions. At any time and from time to time on or after the closing date, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

20. Attorney fees. In the event either party is required to bring an action to enforce any provisions or rights under this Agreement, the prevailing party as determined by a court of competent jurisdiction shall be entitled to its reasonable costs incurred in connection with such litigation, including reasonable attorneys' fees, and the unsuccessful party covenants and agrees to pay to the prevailing party the same.

21. Controlling Law. The parties agree that the law of the State of Missouri shall apply in this matter and to this Agreement and that any actions subsequent to the dismissal of the Bankruptcy Case, shall take place in the Circuit Court of Greene County, Missouri.

22. Costs and Expenses. Each party hereto shall bear its fees and expenses separately incurred in connection with this Agreement, the transactions contemplated herein, and the performance of its obligations hereunder.


(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

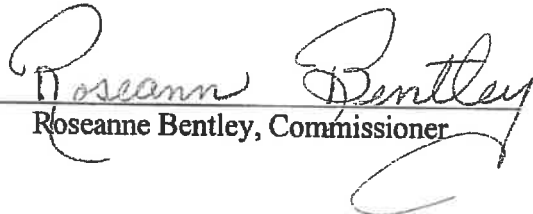
JAMESTOWN LENDERS, LLC

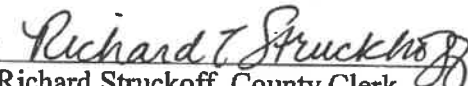
By: 

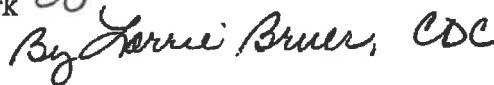
GREEENE COUNTY COMMISSION

By: 
Jim Viebrock, Presiding Commissioner

By: 
Harold Bengsch, Commissioner

By: 
Roseanne Bentley, Commissioner

ATTEST: 
Richard Struckoff, County Clerk

By:  Janni Bruer, CDC

STIPULATION AGREEMENT

This Stipulation Agreement (hereinafter "Agreement") made and entered into this ___ day of April, 2014 by and between Jamestown Lenders, LLC a Utah limited liability company (hereinafter "Jamestown") and Greene County, Missouri, a Missouri governmental entity (hereinafter "Greene County").

RECITALS:

WHEREAS, Jamestown is the owner of a tract of land consisting of 180 acres in Greene County, Missouri which has been zoned and platted and consists of 142 parcels (the "Property"); and

WHEREAS, Jamestown acquired the Property through a foreclosure sale held on August 15, 2013; and

WHEREAS, the parcels of property are the subject of a Neighborhood Improvement District (hereinafter "NID") and certain special assessments which are due from 2012, 2013 and will be due in November 2014 and are unpaid which represent a lien upon the real estate held by Jamestown; and

WHEREAS, the parcels of property zoned commercial are also subject to a Community Improvement District (hereinafter "CID") through the City of Rogersville; and

WHEREAS, Jamestown filed for relief under Chapter 11 of the United States Bankruptcy Code on August 23, 2013 in order to stop Greene County's tax sale regarding the Property with the case styled as *In re: Jamestown Lenders, LLC*, bankruptcy case No. 13029172 (the "Bankruptcy Case"); and

WHEREAS, Jamestown has continued in possession of its real and personal property in the bankruptcy proceeding and Greene County has filed a motion to lift the automatic stay to proceed to enforce the lien of Greene County as well as a motion to convert or dismiss the bankruptcy action; and

WHEREAS, Jamestown has filed a responsive pleading asserting equity in the Property and raising other defenses; and

WHEREAS, in order to settle the matters in the bankruptcy proceeding and in order to resolve all pending matters between Jamestown and Greene County the parties seek to enter into a stipulation for the foreclosure of the Property and subsequent disposition of the Property to deal with the outstanding NID assessments and future assessments along the terms as set out below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

