

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP
County Administrator

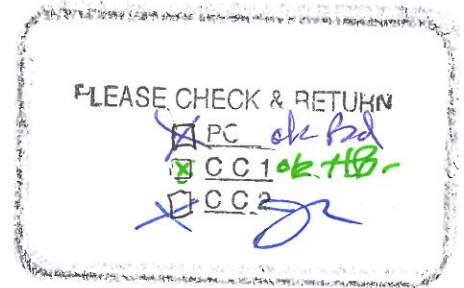
Megan Applegate
Executive Assistant

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

Greene County Commission
Commission Briefing Minutes

Tuesday, October 01, 2019

08:45 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Jeff Scott, Mike Cagle, Adam Humphries, Cindy Stein, Leah Betts

Informational Items:

Budget: Budget Officer Jeff Scott informed Commission that his office is preparing for budget season. Deputy Budget Officer Mike Cagle gave a brief update on costs to hold inmates out of county. Cagle explained that in 2017 the cost was \$62.97 vs 2019 \$68.75. Cagle explained the change in the operating cost was general inflation.

Commissioner Dixon stated that the cornerstone dedication for the new Operations Center will take place on October 24th at the new Operation Center building.

Chris Coulter: MOU for public defender will be finished up and presented on Thursday.

Items for Consideration and Action by the Commission

(EX1) Cooperative Agreement with City of Republic for Pavement Striping, Highway Dept.

Presented by Adam Humphries. Commissioner Harold Bengsch moved to approve the cooperative agreement with the city of Republic for pavement striping and to change the date which reflected November 2018 on the agreement to November 2019. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

(EX2) Trustee Deed, Collector's Office. Presented by Collector Leah Betts. Commissioner John Russell moved to appoint Leah Betts as Ex Officio in the order presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. . YES: Dixon, Bengsch and Russell. NAY: none. Abstain: none Absent: none

Other:

With no other business the meeting was adjourned.

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COUNTY COMMISSION
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Greene County Commission
REVISED Commission Briefing Agenda

Tuesday, October 01, 2019

08:45 AM
Historic Courthouse
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Informational Items

Budget
Human Resources
Chris Coulter
Donna Barton
Leah Betts

Items for Consideration and Action by the Commission

Cooperative Agreement with City of Republic for Pavement Striping, Highway Dept.

Trustee Deed, Collector's Office

Other:

REVISED 09/30/2019 3:20 PM (individuals removed from the "information items" as they will not be present or no longer have any updates at this time.)

exl

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of October, 2019, between the City of Republic (hereinafter referred to as "City") and Greene County, Missouri (hereinafter referred to as "County").

WHEREAS, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, the City maintains certain streets within its municipal boundaries and is desirous of controlling the cost of striping of paved surfaces by coordinating with the County's striping equipment; and

WHEREAS, County is agreeable to provide the City certain paint, labor and equipment to stripe certain farm roads which are located within the municipal boundaries of the City upon the terms and conditions of this Agreement which will serve to improve the network of roads throughout the County and public safety.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Greene County, by and through its Highway Department, agrees to perform and complete the longitudinal striping of those portions of the following roads (Identified in Exhibit A) which are located within the municipal boundaries of the

City on or before November 31, ²⁰¹⁹2018; 

- a. Sawyer Road: From Farm Road 97 to Route MM
- b. Boston Lane: From Hines to MO 174
- c. Boston Lane: From MO 174 to City Limits
- d. Hampton Ave: From Elm St. to US 60
- e. Hampton Ave: From Elm St. to MO 174

- f. West Ave: From Elm St. to MO 174
- g. West Ave: From MO 174 to Hines St.
- h. West Ave: From Elm St. to US 60
- i. Elm Street: From Main St. to MO 174
- j. Oneal Road: From US 60 to Kansas Ave
- k. Kansas Ave: From MO 174 to Farm Road 188

- 2. Greene County, by and through its Highway Department, will provide the paint, labor and equipment to stripe the aforesaid mentioned portions of said roads, which will consist of edge, center line and/or center turn lane markings.
- 3. Striping materials utilized by County will consist of MoDOT approved water-born pavement striping paint and MoDOT approved Type I Glass Beads which shall be applied in conformity with MoDOT specifications.
- 4. Inspection of all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to striping.
- 5. The City shall reimburse the County for the actual labor and paint costs associated with the striping of said roadways. Promptly after completion of the striping, the County shall furnish the City an itemized bill for the actual labor, equipment and material costs incurred by the County in connection with the striping of the designated portions of said roadways. The City shall remit

payment to the County within forty-five (45) days after the City's receipt of the County's invoice.

6. By striping certain roads located within the boundaries of the City, the County shall gain no interest in any constructed roadway or improvements or be obligated to paint or keep them in repair. Upon completion of the painting of said roadways, the City shall maintain the roadways for all purposes as part of its street system, at its own cost and expense, and at no cost or expense whatsoever to the County.
7. The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the State and, as such, the County and the City each retain their own identity and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the City or the County.
8. To the extent allowed or imposed by law, City shall defend, and indemnify and hold harmless the County, including County's Commissioners, officials, employees and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person including personal injury or death, for any matter related to or arising out of the County's performance of its obligations under this Agreement. This provision does not, however, require

City to indemnify, hold harmless, or defend the County from the County's own negligence.

9. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by Federal and State Constitutions, statutes, and laws.

10. This Agreement sets forth the entire Agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. This Agreement may only be modified by written instrument executed by the parties hereto. 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 document.


11. The City agrees to pass such orders, ordinances, or motions as may be necessary to implement the terms and conditions of this Intergovernmental Cooperative Agreement.

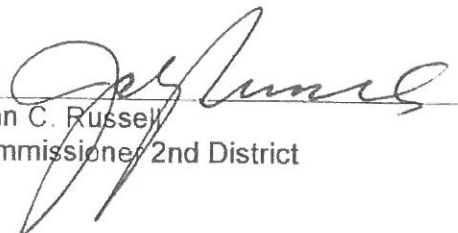
IN WITNESS WHEREOF, Greene County, Missouri, acting through its County Commission, and the City of Republic, Missouri, acting through its City Administrator have caused this Intergovernmental Cooperative Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Council, as of

the day and year first above written, and hereby further agree that this Agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

GREENE COUNTY, MISSOURI

By: 
Bob Dixon
Presiding Commissioner


By: 
Harold Bengsch
Commissioner 1st District

By: 
John C. Russell
Commissioner 2nd District

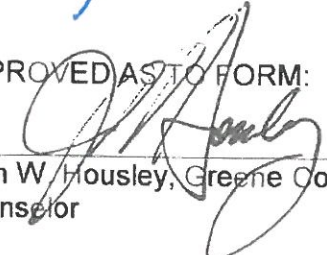
ATTEST:

By: 
Shane Schoeller, Greene County Clerk

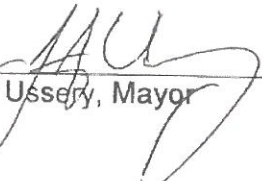
**GREENE COUNTY HIGHWAY
ADMINISTRATOR**

By: 
Rick Artman

APPROVED AS TO FORM:

By: 
John W. Housley, Greene County
Counselor


CITY OF REPUBLIC, MISSOURI

By: 
Jeff Ussery, Mayor

ATTEST:

By: 
Laura Burbridge, City Clerk

APPROVED AS TO FORM:

By: 
Scott Ison, City Attorney

NO. 19-BCD

ORDER OF THE
GREENE COUNTY COMMISSION
SPRINGFIELD, MISSOURI

DATE ISSUED: October 1, 2019

SUBJECT: Appointment of Ex-Officio Commissioner for Greene County, Missouri, for the Leah Betts to act by and for the County pursuant to RSMo. § 140.260 as substitute and successor trustee for real estate held in trust for delinquent taxes of Greene County, Missouri

WHEREAS, Greene County has previously appointed WM H (Pete) Crane as trustee, pursuant to the provisions of RSMo. §§ 140.250 and 140.260, for the bidding and sales of real estate subject to unpaid sales taxes that have been subjected to three or more public offerings and to protect said properties from low bidding; and

WHEREAS, the said WM H (Pete) Crane was appointed as trustee on behalf of Greene County for the benefit of all funds entitled to participate in the taxes due on certain parcels of real estate as listed on Exhibit "A" and which parcels remain unsold; and

WHEREAS, the tax records reflect the amount of taxes and funds which participated with respect to the properties and that the said WM H (Pete) Crane held in his name as statutory trustee on behalf of Greene County; and

WHEREAS, said trustee is now deceased and it is necessary for the Greene County Commission to appoint a new trustee for the properties as listed on Exhibit "A" so that the properties may be marketed and sold to recover delinquent taxes and to distribute those taxes to the relevant funds involved; and

WHEREAS, pursuant to the authority vested in the County Commission under § 140.270, the Commission may designate and appoint a suitable person to take title as substitute or successor trustee to the properties listed on Exhibit "A" and discharge the duties of the trustee in the capacity as the substitute or successor trustee upon appointment in writing and recorded in the office of the County Clerk and Recorder of Deeds for Greene County with the authority as set out in RSMo. §140.260; and

WHEREAS, Leah Betts, is such a person, qualified as the County Collector to fulfill such role and is willing to serve with the authority granted in RSMo. §140.260; and

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

WHEREAS, the Greene County Commission elects to appoint Leah Betts, its Ex-Officio Commissioner, to execute a quit claim deed for the premises legally described on Exhibit "A" to such purchasers as she deems appropriate.

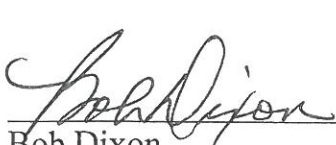
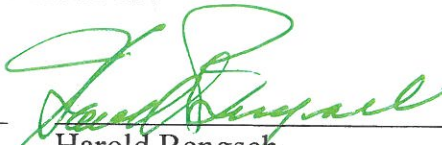
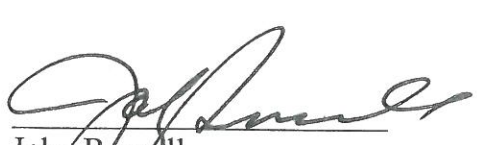
NOW, THEREFORE, in accordance with the terms set out in the above-described sections, Greene County shall convey to Leah Betts as successor trustee the real estate set out on Exhibit "A", and authorize her to dispose of the interest in the above-described real property by a deed executed by its Ex-Officio Commissioner, and to enter into and complete any sales for disposition of the real estate for the taxes due.

IT IS HEREBY ORDERED:

Leah Betts is hereby appointed as substitute and successor trustee (pursuant to RSMo. §140.260) for the real estate on Exhibit "A" and as an Ex-Officio Commissioner of Greene County to convey the interest in real property legally described on the attached Exhibit "A" to purchasers and said funds to be applied as set forth in the statutes.

Done this 1st day of October, 2017, at 9:05 o'clock a.m.

GREENE COUNTY COMMISSION

		
Bob Dixon	Harold Bengsch	John Russell
Presiding Commissioner	Commissioner 1st District	Commissioner 2nd District
YES <u>X</u> NO _____	YES <u>yes</u> NO _____	YES <u>X</u> NO _____
Dated: <u>Oct 1, 2019</u>	Dated: <u>10-1-2019</u>	Dated: <u>10/1/2019</u>

ATTEST:

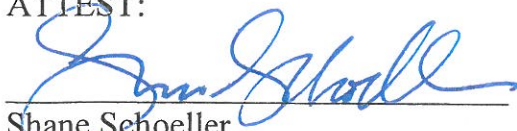

Shane Schoeller
Greene County Clerk

EXHIBIT A

88-13-01-123-002	CRANE, WM H (PETE)	SPRINGFIELD
88-12-28-418-023	CRANE, WM H (PETE)	SPRINGFIELD
88-12-21-210-007	CRANE, WM H (PETE)	SPRINGFIELD
88-12-21-201-019	CRANE, WM H (PETE)	%GREENE COUNTY COURT HOUSE SPRINGFIELD
88-13-12-217-016	CRANE, WM H (PETE)	SPRINGFIELD
88-12-19-121-044	CRANE, WM H (PETE)	SPRINGFIELD
88-13-11-421-012	CRANE, WM H (PETE)	SPRINGFIELD
88-09-29-400-015	CRANE, WM H (PETE)	GREENE COUNTY
88-13-23-215-028	CRANE, WM H (PETE)	SPRINGFIELD
88-12-33-106-030	CRANE, WM H (PETE)	SPRINGFIELD
88-12-28-417-005	CRANE, WM H (PETE) TR	SPRINGFIELD
88-12-08-102-019	CRANE, WM H (PETE) TR	SPRINGFIELD
88-18-02-401-032	CRANE, WM H (PETE) TR	SPRINGFIELD
88-11-34-400-002	CRANE, WM H (PETE) TR	GREENE COUNTY