

Bob Dixon
Presiding Commissioner

Harold Bengsch
1st District Commissioner

John C. Russell
2nd District Commissioner



Shane Schoeller
Clerk of the Commission

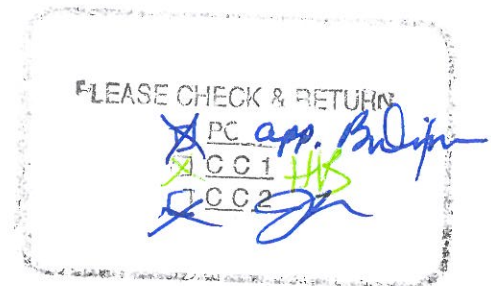
Christopher J. Coulter, AICP
County Administrator

Megan Applegate
Executive Assistant

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

Greene County Commission
Commission Briefing Minutes

Thursday, October 31, 2019
09:30 AM
Historic Courthouse
Room 212
940 N Boonville



Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Kevin Barnes, Tyler Goodwyn, Vanessa Branden, Cindy Stein, Justin Hill, Major Royce Denny, Major Phil Corcoran, Jeff Bassham, Andy Lear and Mike Schilling.

Items for Consideration and Action by the Commission

(EX1) Drainage Easement Purchase Agreement, Resource Management

Discussion of flood buy out process and ranking system used ensued. Commissioner Harold Bengsch moved to approve the drainage easement purchase agreement. Commissioner John Russell seconded the motion and it passed unanimously. YES: Dixon, Bengsch and Russell Nay: none. Abstain: none Absent: none.

Other:

(EX2) Discussion Item: Confined Animal Feeding Operations SB-391

Commissioner Harold Bengsch gave a brief overview of Senate Bill 391 and provided a handout to the other Commissioners. Discussion ensued with the Commissioners and City Council members Andy Lear and Mike Schilling ensued. Council members Lear and Schilling explained the city of Springfield drafted a resolution about concerns of SB-391. Commission will further discuss at another Commission Briefing but will seek clarification on some of the wording of the SB.

Major Royce Denny from the Sheriff's office gave a jail population update. The current jail population was 903 inmates.

With no other business the meeting was adjourned

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COUNTY COMMISSION
Greene County, Missouri
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Greene County Commission
REVISED Commission Briefing Agenda

Thursday, October 31, 2019
09:30 AM
Historic Courthouse
Room 212
940 N Boonville

Informational Items
Resource Management

Items for Consideration and Action by the Commission
Drainage Easement Purchase Agreement, Resource Management

Other:
Discussion Item: Confined Animal Feeding Operations SB-391

REVISED 10/29/2019 @ 11:29 AM

ex1

DRAINAGE EASEMENT PURCHASE AGREEMENT

THIS AGREEMENT is made this 31st day of October, 2019, by and between **JESSE LEROY NIMMO SENIOR AND THELMA MARIE NIMMO**, Husband and Wife, (hereinafter referred to as "Sellers"), and **GREENE COUNTY, MISSOURI**, a county of the first class without a charter form of government (hereinafter referred to as "Buyer") (the "Agreement").

WITNESSETH:

WHEREAS, Sellers are the owners of property located at 751 West Farm Road 36, Pleasant Hope, Missouri (Parcel ID: 88-03-36-100-016) (hereinafter the "Property"); and

WHEREAS, Buyer desires to acquire a drainage easement in, under, and through the Property more fully described on Exhibit "A" attached hereto, together with all appurtenances thereon, and Sellers desire to convey and sell a perpetual Drainage Easement interest in the Property, pursuant to this Agreement on the date and at the time provided for herein, hereinafter referred to as the "Closing Date"; and

WHEREAS, the parties hereto desire to set forth certain representations, warranties and covenants made by each to the other as an inducement to the consummation of the sale and certain additional agreements relating to the sale.

NOW, THEREFORE, in consideration of promises and mutual representations, warranties, and covenants herein contained, the Sellers and Buyer hereby agree as follows:

1. Transfer of Real Estate - For the promises herein provided, Sellers shall transfer and convey by a perpetual Drainage Easement to Buyer, and Buyer shall acquire from Sellers, a Drainage Easement across, under, and through Sellers' property, said Drainage Easement being legally described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Drainage Easement"), including all improvements thereon, free and clear of any and all liens and encumbrances.

2. Purchase Price and Payment. Subject to the contingencies set forth in Paragraph 3 of this Agreement, the Purchase Price to be paid for the permanent Drainage Easement shall be the sum of ONE HUNDRED FIFTY-FOUR THOUSAND AND NO/100 DOLLARS (\$154,000.00) due at Closing.

3. Contingencies. In the event the following contingencies are not satisfied, Buyer may elect to terminate this agreement which shall become null and void and of no further force and effect. If Buyer elects to exercise a contingency and terminate this Agreement, it must do so by providing Sellers with written notice detailing the reason for the failure of the contingency within ten (10) days of the Closing Date, otherwise the performance is deemed waived. This Agreement and Buyer's performance are expressly contingent on the following:

- (a) Title Search – Sellers, at Buyer's expense, shall furnish a title search issued by a title insurance company reasonably acceptable to Buyer (the "Title Company"). The title search shall certify Sellers have good and merchantable fee simple title to the above-described Premises as of the

date of Closing subject to the standard title search exceptions. Said title search shall be issued within thirty (30) days before the date of Closing along with copies of all documents referred to as Exceptions therein. Buyer shall have fifteen (15) days after the receipt of the title search to review and make objections to title. If Buyer fails to make written objections to the title in a timely manner, Buyer shall be deemed to have waived its objections. Should Buyer deliver to Sellers its written objections to title, Sellers shall have until Closing to remove all such defects or objections or to provide assurances acceptable to Buyer that the same will be removed at or before Closing. In the event Sellers are unable to assure, or provide assurance with respect to any and all such defects or objections by Closing, Buyer may, at its option, extend the date for Closing an additional thirty (30) days, terminate this agreement, or waive its objections and proceed to Closing.

- (b) Environmental Audit and Assessment – Buyer, at Buyer's expense, shall have the right to inspect, conduct soil tests, core samples, engineering, structural and mechanical studies and investigate the Premises and the structure thereon to determine any physical, structural, mechanical or topographic conditions which would impede the Buyer's intended use and development of the property, or the presence of hazardous substances on the Premises, all at Buyer's own expense. An environmental assessment company, on Buyer's behalf, will conduct a risk assessment concerning the property to determine the presence of any hazardous substances on or under the Premises, and supply Buyer with all environmental test results and risk assessment reports pertaining to all hazardous substances or any required remediation that may be necessary to the structure on the Premises or in the soil or ground water under the property. Sellers shall give Buyer and its inspectors reasonable access to the Premises to complete the required inspections and investigations. Buyer will repair the Premises to a condition reasonably similar to its conditions prior to its investigation. All inspections and environmental assessments of the Premises shall be conducted within thirty (30) days of the date of the execution of this agreement.

4. Leases – Sellers represent and warrant to Buyer that there is no lease in force and such representation and warranty shall survive the Closing date. Sellers shall not execute any agreements relating to the premises after the parties' execution of this agreement without the prior written consent of Buyer, which said consent may be withheld by Buyer at its sole discretion. Sellers shall hold harmless and indemnify Buyer from and against any claims which may arise or be based upon any alleged leasehold interest, tenancy or other right of occupancy or use of any portion of the premises.

5. Environmental. Sellers, to the best of their knowledge and belief, hereby state:

- (a) There are no abandoned wells, agricultural or drainage wells, disposal areas or underground storage tanks (as defined in Revised Statutes of Missouri) located in, on or about the Premises;
- (b) There is and has been no hazardous waste or hazardous materials, including but not limited to asbestos stored, generated, treated,

transported, installed, dumped, handled or placed in, on or about the Premises;

- (c) At no time have any federal or state hazardous waste cleanup funds been expended with respect to any of the Premises;
- (d) There has never been any release from any underground storage tank in real property contiguous to Premises which has resulted in any hazardous substance coming in contact with the Premises;
- (e) Sellers have not received any directive, citation, notice, letter or any other communication whether written or oral from the Environmental Protection Agency, the Missouri Department of Natural Resources, or any other governmental agency with authority under any environmental laws, or any person or entity regarding the release, disposal, discharge or presence of any hazardous waste on the Premises, or any violation of any environmental laws; and
- (f) Neither the Premises nor any real property contiguous to the Premises nor any predecessors entitled to the Premises are in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority to any removal or remediation obligations under any environmental laws.

6. Closing:

- (a) Closing shall occur ten (10) days after the Sellers' receipt of the title report and environmental audit of the premises and provided the contingencies to closing delineated in Paragraph 3 of this Agreement have been satisfied or released by Buyer subject to the foregoing, Closing shall occur no later than _____, 2019. Unless otherwise agreed to by the parties, this transaction shall be closed at the offices of **Meridian Title Company in Springfield, Missouri**, which is the title company insuring the property. Buyer shall deliver its check sufficient to pay Buyer's payment obligation of the balance of the purchase price and closing costs, and all other documents necessary to complete Closing. If a closing fee is charged, the cost will be paid by the Buyer. The recording fee shall be paid by the Buyer.
- (b) Sellers hereby waive any requirements or procedural steps provided by Missouri law pursuant to Chapter 523 Revised Statutes of Missouri and its individual sections.
- (c) At Closing, Sellers shall execute and deliver to Meridian Title Company, as Escrow Agent, a Perpetual Drainage Easement for the Premises in recordable form, duly executed, and acknowledged by Sellers, conveying a Drainage Easement across, under, and through the Premises to Buyer, free and clear of all liens, taxes, restrictions, tenancies, occupancies and encumbrances of every kind and description, except any easements, right-of-way, or conditions of record accepted by Buyer. Said Drainage Easement shall be delivered by Escrow Agent to Buyer for recording

upon notification from Sellers that Buyer has satisfied all of the provisions and requirements of this Agreement applicable to Buyer.

- (d) Sellers and Buyer agree to hold harmless Escrow Agent from any actions taken under this Agreement, and in the event Escrow Agent is brought into any litigation between Sellers and Buyer, Sellers and Buyer shall be jointly responsible for Escrow Agent's reasonable attorneys' fees and costs therein incurred.
- (e) Sellers will warrant at Closing that there are no unpaid bills from improvements within twelve (12) months prior to Closing and that Sellers have no knowledge of proposed improvements to be paid for by special assessment or fee. Sellers further agree to furnish all assurances, indemnities, deposits or other requirements of the insuring title company in order for the owner's title insurance policy, when issued, to contain no exception as to liens or the right of liens for service, labor or materials imposed by law and not shown by the public records.

7. Remedies Upon Default - Sellers or Buyer shall be in default under this Agreement if either fails to comply with any material provision within the time limits required by this Agreement. If either party defaults the party claiming a default shall notify the other party, in writing, of the nature of the default and terminate this Agreement or extend the time for performance by written documents signed by all parties. The notifying party may, but is not required to, provide the defaulting party with a deadline for curing the default. In the event of such a default by either party hereto, the non-defaulting party shall have all rights granted under the laws of Missouri, in order to enforce non-defaulting party's rights, including specific performance, unless this Agreement is terminated, in which event neither party shall have any further obligations to the other. If legal action is brought arising out of such a default, the prevailing party shall be entitled to a reasonable attorney fee.

8. Following Closing: After Closing:

- (a) Sellers shall be entitled to remain in possession of the Property subject to the terms and conditions set forth in the Drainage Easement, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.
- (b) Buyer shall be entitled to demolish and remove any existing structures on the Property within the Easement Area, at Buyer's cost.

9. Broker's Commission. The Buyer and Sellers separately warrant that they did not receive the services of a real estate agent, and therefore, no real estate commission of any kind shall be due upon Closing of the property from Buyer or Sellers.

10. Risk of Loss. The risk of loss or damage to the property prior to Closing by fire, other casualty, act of God, or any other event, shall be on Sellers. If prior to Closing the property is damaged by such an occurrence, then Buyer, at its option, shall have the right to terminate this Agreement. If Buyer does not elect to terminate this Agreement, then Sellers shall repair any such damage prior to Closing from any insurance proceeds received or Buyer shall be allowed to deduct from the Purchase Price an adequate amount to affect such repairs or elect to receive any insurance proceeds payable to Sellers.

11. Execution - The execution and delivery of facsimile transmissions of this Agreement shall constitute legal and binding obligations of the parties. To facilitate execution, this Agreement may be executed in as many counterparts as may be required, and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on more than one counterpart. All counterparts shall collectively constitute a single Agreement.

12. Time is of the Essence - Time is of the Essence in the performance of each provision of this contract by the parties. All references to a specific time shall mean central time. All references to periods of days shall mean calendar days, unless otherwise provided.

13. Binding Effect - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns and shall be construed and enforced in accordance with the laws of the State of Missouri.

14. Entire Agreement - This Agreement and all attachments hereto constitute the entire Agreement between the parties and there are no representations, warranties, or understandings, written or oral, except as set forth herein, relating to the subject matter of this Agreement, which supersedes all prior Agreements, and this Agreement may not be changed, modified or amended, in whole or in part, except by written documents signed by all parties.

15. Survival of Provisions - To the extent necessary to carry out the intent of this Agreement, the provisions herein shall survive the closing/settlement of this transaction.

16. Assignment - Buyer may not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the Sellers. Sellers may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Buyer.

17. Governing Law - This contract shall be governed by the laws of the State of Missouri. This contract is to be deemed to have been jointly prepared by the parties hereto, and any uncertainty or ambiguity existing herein shall not be interpreted against any of the parties, but according to the application of the rules and interpretation of contract.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

"SELLER"

Dated: 10-14-19

By: Jessee Leroy Nimmo Sr.
JESSEE LEROY NIMMO, SR.

Dated: 10-14-19


By: Thelma Marie Nimmo
THELMA MARIE NIMMO

"BUYER"
GREENE COUNTY, MISSOURI


Dated: 10/31/2019

By: 
Bob Dixon
Presiding Commissioner


Dated: 10-30-2019

By: 
Harold Bengsen
Commissioner 1st District

Dated: 10/31/2019

By: 
John C. Russell
Commissioner 2nd District

COUNTY CLERK

By: 
Shane Schoeller
Greene County Clerk

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.

By:  11/4/19
Cindy Stein
Greene County Auditor

APPROVED AS TO FORM:

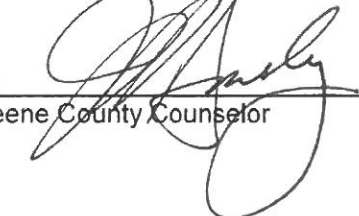
By: 
Greene County Counselor

EXHIBIT A

COMMENCING AT AN EXISTING SURVEY MONUMENT MARKING THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 31, RANGE 22, GREENE COUNTY, MISSOURI; THENCE N88°46'30"W, ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 136.00 FEET TO THE POINT OF BEGINNING; THENCE N03°02'03"E, A DISTANCE OF 513.51 FEET TO A POINT; THENCE N06°52'13"E, A DISTANCE OF 221.36 FEET TO A POINT; THENCE N32°18'27"E, A DISTANCE OF 196.78 FEET TO A POINT ON THE EAST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N01°27'21"E, ALONG SAID EAST LINE, A DISTANCE OF 429.60 FEET TO AN EXISTING SURVEY MONUMENT MARKING THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N88°41'43"W, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER, A DISTANCE OF 259.05 FEET TO A POINT; THENCE S30°53'49"E, LEAVING SAID NORTH LINE, A DISTANCE 221.73 FEET TO A POINT; THENCE S25°03'57"W, A DISTANCE OF 295.17 FEET TO A POINT; THENCE S08°15'14"W, A DISTANCE OF 305.54 FEET TO A POINT; THENCE S10°53'51"E, A DISTANCE OF 172.18 FEET TO A POINT; THENCE S27°19'01"W, A DISTANCE OF 160.61 FEET TO A POINT; THENCE S03°31'42"E, A DISTANCE OF 259.32 FEET TO A POINT ON THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE S88°46'30"E, ALONG SAID SOUTH LINE, A DISTANCE OF 169.50 FEET TO THE POINT OF BEGINNING, CONTAINING 5.66 ACRES AND ALL BEING IN THE EAST ONE-HALF OF THE EAST ONE HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 31, RANGE 22, GREENE COUNTY, MISSOURI.

WILSON SURVEYING CO., INC.
Surveying / Engineering / Land Planning

1835 S. Stewart, Suite 124 Springfield, Missouri 65804
Email: Rick.Wilson@wilsurveyinc.com
(417) 522-7870

PREPARED FOR:

GREENE COUNTY RESOURCE MANAGMENT

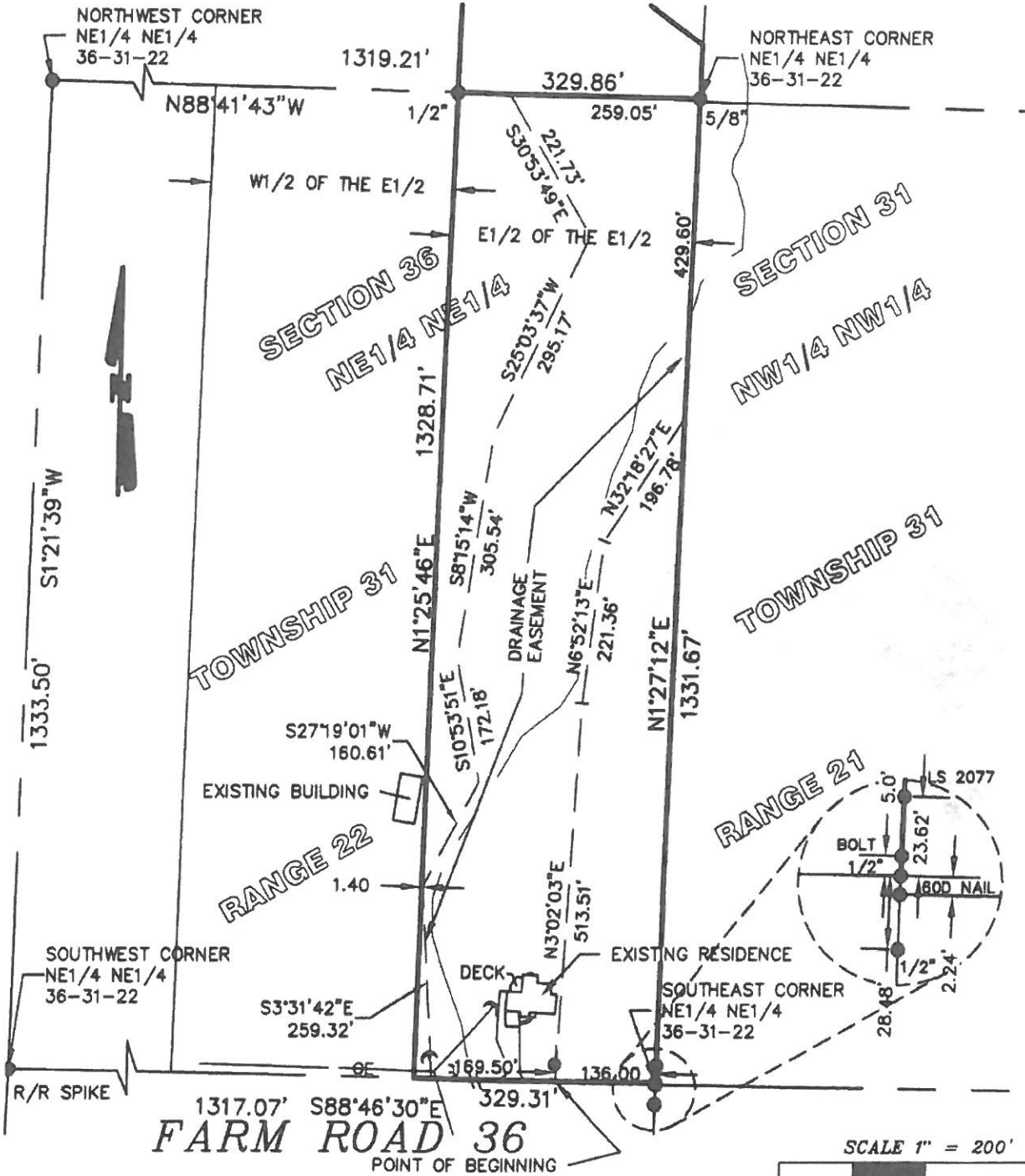
DATE: AUGUST 28, 2019

PROJECT NO.: 19102
DRAWING NO.: WA-105-507-EX

SHEET NO.
1 of 1



EXHIBIT B



THIS EXHIBIT IS BASED ON A SURVEY OF THE PROPERTY SHOWN. THE FIELD PROCEDURES MEET THE CURRENT STANDARDS.

THIS IS **NOT** A PROPERTY BOUNDARY SURVEY DRAWING AND THE DRAWING DOES **NOT** MEET THE CURRENT STANDARDS FOR PROPERTY SURVEYS.

WILSON SURVEYING CO., INC.
Surveying / Engineering / Land Planning
1835 S. Stewart, Suite 124 Springfield, Missouri 65804
Email: Rick.Wilson@wilsurveyinginc.com
(417) 522-7870

PREPARED FOR:
GREENE COUNTY RESOURCE MANAGEMENT

DATE: AUGUST 28, 2019

DRAWN BY: APW
CREW CHIEF: JA

PROJECT NO.: 19102
DRAWING NO.: WA-105-507-EX

SHEET NO.
1 of 1



ex 2

White Paper

CAFO SB-391

In as much that Senate Bill 391 is yet another example of the State usurping authority over local control, it is of serious concern to Greene County. This is an issue of longstanding concern for local governments. That concern is expressed in our County legislative priorities each year. The desire of the State to help business and industry to have uniform standards under which they operate is understandable. However, there are circumstances under which a one size solution to address every concern is difficult to obtain if not impossible.

SB. 391 is a very good example. Confined Animal Feeding Operation's (CAFO's) do in fact often present unique and difficult operational issues. If the geology and other environmental factors of the state to be reckoned with were uniform in nature across Missouri that would be one thing. However, for Missouri that is far from being the case. What may hold true say north of the Missouri River bears little resemblance to that which is present in the Ozarks region. In fact, major environmental differences in the Ozarks often occur within the same county. In other words, a one size fits all approach simply does not accommodate the geological differences in many of the state's counties. This fact had to be acknowledged and accommodated by the State when developing the state water well drilling regulations.

Protecting the regional water supply for our citizens, businesses and industry is a major focus for Greene County, Springfield and City utilities. That concern is the genesis in the formation of the "Watershed Committee of the Ozarks. The funding of this organization began with the three aforementioned entities pooling financial resources in 1984. In the intervening 35 years the accomplishments of this organization in assuring the protection of the regional water supply has been recognized by the DNR and others. Their success in working with our farming communities on water related issues in a non-regulatory manner is admirable. How SB-391 may affect these longstanding relationships is of major concern.

Greene County in 2007 saw the necessity for updating it's County Zoning and Planning Regulations. Knowing that the issue of addressing what was then called "livestock confinement operations" could become controversial, the County