

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**

Friday, April 03, 2020
09:00 AM
Commission Conference Room
1443 N. Robberson, 10th Floor



**THIS MEETING WILL BE LIMITED TO 10 PEOPLE. THIS IS
DUE TO A COMMISSION ORDER NO. POL-20.3.17.**

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

Attendees: Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Donna Barton, Melissa Denney, and Kevin Barnes.

Tele Conference Attendees: Larry Wood, Cindy Stein, Tina Phillips, Mike Cagle, Jeff Scott, Jon Mooney, Justin Hill, Royce Denny, Rob Rigdon, JR Webb, Jim Arnott, Jason Wert and Linda Simpkins.

Informational Items

Health Department-Jon Mooney

- 58 positive COVID-19 cases in Greene County.
- 11 people have recovered.
- Six deaths have been reported due to COVID-19.
- 112 people are currently in quarantine.
- Daily cases in Greene County range between one and six people.
- Greene County has seen a linear curve.

E-911-JR Webb

- Gave update on how the E-911 staff is staying safe and sanitized during the pandemic.

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

OEM-Larry Woods

- EOC is working virtually.
- Staff is currently rotating in order to maintain distancing and keep people separated.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Close Historic Courthouse to Public Traffic beginning April 6th, Commission Office. Commissioner Harold Bengsch moved to close the Historic Courthouse to public traffic beginning April 6th. Commissioner John Russell seconded the motion passed unanimously yes: Dixon, Bengsch and Russell.

exl Temporary Detention Facility Equipment Lease Agreement, Resource Management. Commissioner John Russell moved to approve the equipment lease agreement for the temporary detention facility which will house 390 beds. Commissioner Harold Bengsch seconded the motion and passed unanimously. yes: Dixon, Bengsch and Russell.

Other:

With no other business the meeting was adjourned

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Presiding Commissioner

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1st District Commissioner

John C. Russell
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REVISED Commission Briefing Agenda

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Informational Items
Health Department
E-911
OEM

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Close Historic Courthouse to Public Traffic beginning April 6th,
Commission Office.

Temporary Detention Facility Equipment Lease Agreement, Resource Management.

Other:

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REVISED 04/01/2020 @ 4:10 PM

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ex1

TEMPORARY DETENTION FACILITY
EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (“**Agreement**” or “**Lease**”) is entered into effective on the 3rd day of April, 2020 (the “**Effective Date**”), by and between All Detainment Solutions-Greene County LLC, a Missouri limited liability company (“**Lessor**”), and Greene County, Missouri (“**Lessee**”).

1. *Equipment Lease; Delivery.* Lessor hereby leases to Lessee, and Lessee hereby rents from Lessor, as of the Effective Date, in accordance with the terms, provisions and conditions of this Lease, the items of equipment and accessories listed in **Exhibit “A”**, attached hereto and incorporated by reference herein (collectively the “**Equipment**”). Lessor will provide Lessee with drawings for the units comprising the Equipment stamped by an Architect licensed in Missouri within a reasonable time of their completion. Lessor will, at its sole cost and expense, deliver the Equipment to Lessee’s selected site for use located in the parking lot north of the Greene County medical examiner’s office at 916 N. Campbell, Springfield, Missouri (hereinafter the “**Premises**”). Delivery will be made within twenty (20) days from the date Lessee issues the Delivery Request in accordance with the provisions of Section 2 below; provided however, Lessor shall not be required to complete delivery earlier than July 1, 2020. Lessor will have a period of at least forty-five (45) days following delivery of the Equipment to the Premises to complete set-up of the Equipment on the Premises, which period shall be extended to account for any delays experienced by Lessor due to weather or other events beyond the reasonable control of Lessor, as well as any change orders requested by Lessee and agreed to by Lessor pursuant to this Agreement. Lessor will configure the Equipment on the Premises in the manner depicted in **Exhibit “B”** attached hereto and incorporated by reference herein, and Lessee acknowledges that its site preparation work as set forth in Section 2 below will be

completed in a manner allowing for such configuration of the Equipment. Lessor will provide Lessee at least forty-eight (48) hours advance notice as to the date and approximate time of day that the Equipment will be delivered to the Premises. Lessee shall have the Premises completely free of obstructions at the time the Equipment is delivered to the Premises, and will cooperate with Lessor to provide any necessary traffic control in order to allow delivery and placement of the Equipment as provided for herein. Lessee will have at least one authorized representative present during delivery and placement of the Equipment in order to monitor same and respond to any questions or concerns which Lessor may have with respect to delivery and placement of the Equipment. Lessor will give Lessee written notice at the time installation of the Equipment is completed (the “**Commencement Notice**”).

2. *Preparation of Premises.* Lessee acknowledges that the Premises will require substantial work in order to accommodate placement and proper operation of the Equipment, including but not limited to, excavation, grading and installation of utilities (collectively the “**Site Work**”). All Site Work will be completed at Lessee’s expense. Lessee shall complete all Site Work on the Premises by no later than June 1, 2020; provided however, Lessee shall not place any asphalt, concrete or other capping until Lessor has installed the Anchors (as defined below). On or before June 20, 2020, Lessee shall, at Lessee’s expense, have such soil or other geotechnical tests and inspections performed by Missouri licensed professionals in order to determine whether the Premises are suitable for placement of the Equipment and the use contemplated by this Lease (the “**Site Testing**”). The reports of testing and analysis of the Premises shall include (i) the allowable passive and active lateral pressure (psf/ft) and (ii) the maximum lateral pressure limit (psf). In the event the Site Testing indicates that the Premises are not suitable for placement of the Equipment, Lessee shall have an additional period not to

exceed sixty (60) days in order to make the Premises suitable for placement of the Equipment. At such time as the Site Testing indicates that the Premises are suitable for placement of the Equipment, Lessee shall furnish Lessor a copy of all soil or other geotechnical reports it has received relating to the Premises and written certification that the Premises are suitable for placement of the Equipment (the “**Premises Certification**”), such report(s) and certification to be furnished to Lessor by no later than August 20, 2020. Upon issuance of the Premises Certification, Lessee will make the Premises available to Lessor and its agents in order for Lessor to install cast-in-place concrete anchor structures below surface grade which will be used to anchor the Equipment in place (the “**Anchors**”). Installation of the Anchors will be completed by Lessor within thirty (30) days from the date Lessor receives the Premises Certification at the cost of Lessor. Prior to Lessor’s installation of the Anchors, Lessee shall mark the location of all underground utilities and/or structures on the Premises and will have same re-marked thereafter on an as-needed basis or if requested by Lessor to do so. At such time as installation of the Anchors has been completed, Lessee shall have a period not to exceed ten (10) days to install any asphalt or concrete capping on the Premises and will then deliver notice to Lessee requesting delivery of the Equipment (the “**Delivery Request**”). In the event Lessee elects not to install any asphalt or concrete capping Lessee may issue the Delivery Request when installation of the Anchors is complete. Lessee shall secure, at Lessee’s sole cost, all permits and approvals which may be required for the Site Work and for placement and operation of the Equipment on the Premises.

3. Lease Term. The term of the Lease (the “**Lease Term**”) shall be for a period of twenty-four (24) consecutive months (hereinafter referred to as the “**Primary Term**”), commencing on the date Lessor delivers the Commencement Notice to Lessee (the

“**Commencement Date**”) and terminating at midnight on the twenty-four (24) month anniversary of the Commencement Date, subject however, to the right of Lessee to extend the Lease Term on a month-to-month basis (herein called the “**Extended Term**”) as provided in Section 6 hereof. The phrase “Lease Term” shall be deemed to include, where appropriate, the Primary Term and the Extended Term. As used in this Lease, the term “Lease Year” means a period of twelve (12) full, consecutive calendar months, commencing as of the Commencement Date.

4. Rent. During the Lease Term, Lessee agrees to pay Lessor, without any prior demand, abatement, deduction or offset, the following rent, which shall be due and payable on the dates set forth below:

a. During the Primary Term, the sum of \$3,153,052.50 per year payable as follows:

(i) The sum of \$1,576,526.25 upon execution of this Agreement representing rent for the period of July 1, 2020 through December 31, 2020; and

(ii) Quarterly payments of \$788,263.13 commencing on January 1, 2021 and on the first day of the month of each subsequent quarter through April 1, 2022 (Example: The second quarterly installment of \$788,263.13 will be due on April 1, 2021 and the final quarterly installment for the Primary Term will be due on April 1, 2022);

b. During the Extended Term, the sum of \$262,754.38 per month commencing on the twenty-four month anniversary of the Commencement Date and on the same day of each succeeding month thereafter so long as Lessee remains in possession of the Equipment.

Notwithstanding the foregoing, in the event the Commencement Date is prior to July 1, 2020, payment of all rent accruing prior said July 1, 2020 will be deferred by Lessor until the date the Lease Term expires, and will be payable in full at that time without offset or deduction of any kind. If the Lease Term commences after July 1, 2020, Lessee shall be given commensurate credit against the first quarterly installment due on January 1, 2021. If the Lease Term shall commence other than the first day of a calendar month, the rent payable during such initial fractional month shall be prorated based on the actual number of days in such initial fractional month. All payments of rent will be tendered to Lessor by check made payable to Lessor, and mailed to Lessor's address shown on the signature page hereof.

5. Representations, Warranties and Covenants of Lessee. Lessee represents, warrants and covenants as follows:

a. That Lessee's existing detention facilities in Greene County (including the temporary facility being leased from Lessor adjacent thereto) are at or over capacity and that Lessee is in need of an immediate and temporary solution while its new permanent jail facility in northwest Springfield is being constructed;

b. Lessee issued its Request for Proposal No. 19-10760 for additional temporary detention facility equipment and Lessor was the only vendor which submitted a timely bid proposal. Although Lessor's bid was not accepted; it was the sole bid submitted to Lessee which resulted in Lessor and Lessee negotiating a revised annual lease payment for the Equipment that was acceptable to both parties, which dispensed with the necessity of the Lessee issuing another Request for Proposal.;

c. That Lessee has evaluated its need for the Equipment as of the date of this Agreement and has determined that the Equipment will be needed by Lessee at all times during the Primary Term;

d. That should Lessee discontinue use of the Equipment for any reason during the Primary Term, other than as a result of an uncured default by Lessor, Lessee will not, during the remainder of the Primary Term, procure or otherwise utilize any facility, equipment or other device to house prisoners other than those which are fixed and intended to be permanent (non-mobile);

e. That Lessee has budgeted sufficient funds to pay all rent which will be payable to Lessor during the 2020 calendar year, and will make good faith efforts to budget sufficient funds to pay all other rent which will accrue during the Primary Term;

f. That Lessee has determined that the Equipment is necessary, is in the ordinary course of Lessee's business as a county, is in furtherance of the Lessee's governmental purposes, and that the consummation of the transactions provided for in this Lease are within the Lessee's lawful powers;

g. That Lessee has either determined that the specifications for the Equipment and planned configuration of same meet any applicable standards adopted by the American Correctional Association and/or the Americans with Disabilities Act, or has agreed that the Equipment is not required to meet such standards; and

h. That the execution and delivery of this Lease has been duly and validly authorized by the Lessee, the Lease is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, and Lessee has and will comply with any and

all legally required procedures and take any and all other actions necessary to ensure that this Lease is a legal, valid and binding obligation of Lessee.

6. Extended Term. Provided that Lessee is not in default of its obligations under this Lease beyond any applicable cure period either at the time of Lessee's exercise of an option, Lessee shall have the option to extend the Lease Term on a month-to-month basis not to exceed twenty-four (24) months (the "**Extended Term**") as hereinafter provided. Except as hereinafter provided, all terms and conditions that apply during the Primary Term of this lease shall also apply during the Extended Term. In order to avail itself of the Extended Term, Lessee shall deliver written notice to Lessor no later than ninety (90) days prior to the expiration of the Primary Term. If such notice is timely given, this Lease and the Lease Term shall be extended on a month-to-month basis up to a maximum of twenty-four (24) months and shall remain in full force and effect during such period upon the same terms and conditions as those applicable during the Primary Term, except that the rent payable during the Extended Term shall be as set forth in Section 4.b above.

7. Use and Title. Lessee shall have the right to use the Equipment for the detention of prisoners. Lessee shall have no ownership interest in the Equipment and may not grant any third party an interest in same of any kind. Lessee will utilize its best efforts to protect the Equipment from damage or loss. If, at any time there occurs a breach or default of any of Lessor's representations, warranties or agreements under this Lease, and if for that reason Lessee shall be materially deprived of or impaired in the use of the Equipment as herein provided, (i) the rent to be paid by Lessee hereunder shall be equitably abated during any such period, and (ii) the running of the Lease Term shall be suspended during such period, and the expiration date of the Lease Term (and Extended Term as applicable) shall be extended for an amount equal to such

period. If such period continues for more than thirty (30) days after notice from Lessee to Lessor, Lessee may, at its option, terminate this Lease by notice to Lessor while reserving all rights which Lessee may have for Lessor's default under this Lease.

8. Maintenance and Repairs. Lessor, at its sole expense, shall keep and maintain the Equipment (including, but not limited to, all lighting, air conditioning, heating, plumbing and electrical equipment) in good repair, order and condition and shall make all repairs and replacements, as necessary to put and maintain the Equipment in such a state of repair, order and condition; provided however, any repairs of damage and/or inoperability resulting from any intentional or negligent act of Lessee, or any prisoner shall be completed by Lessor at the cost of Lessee, and Lessee will reimburse Lessor the actual cost incurred by Lessor for such repairs within thirty (30) days of receipt of an invoice for same from Lessor. Lessee will promptly notify Lessor by telephone and email of any damage to the Equipment and any repairs which are needed. Notwithstanding the foregoing, Lessee will conduct ordinary repairs and perform routine maintenance to the Equipment at Lessee's expense, including without limitation, daily janitorial services which shall include cleaning of all exposed surfaces, changing light bulbs and clearing drains; provided however, Lessee may not make any repairs or maintenance to any mechanical systems which are part of the Equipment, including heating, ventilation and cooling equipment. At the conclusion of the Lease Term, Lessee shall conduct a final cleaning of all interior surfaces with commercial grade cleaning materials and will return the Equipment to Lessor in a sanitary condition. All repairs required to be made by Lessor pursuant to this paragraph shall be made within a reasonable time, as and when necessary, and shall be of quality equal to the original quality of any item of Equipment. To that end, should the nature of any repairs potentially necessitate the displacement of inmates from the temporary detention facility,

then the Lessee reserves the right to perform any repairs it deems necessary to the function of the facility as a detainment complex provided that Lessor has been notified in advance of Lessee's intention to perform such repairs. Lessee shall be responsible for all snow and garbage removal with respect to the Equipment. If Lessor defaults in making any repairs or replacements required by this paragraph to the Equipment, after written notice to Lessor the Lessee may, but shall not be required to, make such repairs and replacements for the account of Lessor, and the expense thereof shall be payable to Lessee upon written demand to Lessor. Nothing herein shall imply any duty on the part of Lessee, however, to effectuate any such repairs, and the performance thereof by Lessee shall not constitute a waiver of any default by Lessor. Lessee shall cooperate with Lessor with respect to any maintenance or service to be rendered by Lessor on the Equipment and subject to the security measures and schedule established by the Sheriff, Lessor shall have access to the Equipment in order to perform any routine inspections, or other maintenance required under the terms of this Lease or which Lessor deems appropriate. Notwithstanding the foregoing, or any other term or provision of this Lease, Lessee shall be responsible for the monitoring of all fire detection/alarm systems at its sole expense.

9. Utilities. Lessee shall be responsible for providing all utility services necessary for operation of the Equipment and delivery of same to the Premises at Lessee's sole expense, including without limitation, fiberoptic cable, electric, water (at least two (2) water mains will be required) and sewage services. Lessee shall also be responsible for providing all auxiliary connections to water lines to be used by emergency fire personnel or other first responders. Prior to the Commencement Date, Lessee shall have all necessary utility connections delivered to the Premises and "stubbed in" in the locations generally depicted in **Exhibit "C"** attached hereto and incorporated by reference herein, and upon delivery of the Equipment, Lessee shall engage

qualified personnel to connect all such utilities to the Equipment as necessary for proper functioning thereof. It shall be the responsibility of Lessee to maintain all necessary utility services during the Lease Term. Lessee acknowledges having been provided with the technical specifications relating to the utility functions and requirements of the Equipment, and has taken steps to insure that utility services provided by it on the Premises are suitable for proper operation of the Equipment. Lessor shall not be responsible for any disruptions in utility service which are the result of utility services provided by Lessee at the Premises. To the extent any battery back-up systems are required or desired by Lessee for any lighting mechanisms or other electronic systems, Lessee shall be responsible for the costs of all such equipment and the installation thereof.

10. Alterations. Lessee may, at its own cost and expense, install its own equipment or devices on the Equipment from time to time as Lessee may find necessary or convenient for its purposes. Lessee shall pay the cost of any additions, and improvements made to the Equipment, and shall keep the Equipment free and clear of liens of any kind. No such additions shall impair the structural integrity of the Equipment. All Equipment or other devices installed by Lessee may be removed by Lessee, at its own cost and expense, at any time prior to expiration of seven (7) days following the termination of this Lease; provided, however, that (i) such removal shall not impair the structural integrity of the Equipment, and (ii) if any such damage to the Equipment results from removal, Lessee shall repair such damage promptly at its own cost and expense.

11. Removal of Equipment. Within thirty (30) days following termination of this Lease, Lessor shall, at its sole cost and expense, remove all of the Equipment from the Premises, and return the surface of the Premises to generally the same condition as same existed on the

date of Lease termination, ordinary wear and tear excepted; provided however, Lessor shall not be required to remove the Anchors or take any other remedial action associated thereto other than cutting and removing any iron extensions which are above surface grade. Upon termination of the Lease, Lessee shall arrange to have all electrical and other utility services disconnected, and likewise cause the physical disconnection of any such utilities from the Equipment so that same can be freely and safely removed from the Premises. Lessee will cooperate with Lessor with respect to Lessor's removal of the Equipment, including ensuring Lessor has appropriate access to the Equipment and the ability to remove same without obstruction from vehicles or other objects.

12. Insurance Requirements. The following insurance requirements shall be met at all times during the Lease Term:

a. Lessor's Insurance Obligations. At all times during the Lease Term, Lessor shall maintain in force and effect, at its own cost and expense, a policy or policies of commercial general liability insurance reasonably approved by Lessee, for the protection, indemnification and defense of Lessee and Lessor (with Lessee named as an additional insured) against claims, demands and causes of action arising out of or in connection with the use and operation of the Equipment, which policy or policies shall have limits of not less than \$500,000.00 per occurrence and \$3,000,000.00 per occurrence covering both bodily injury and property damage, including accidental death. Such policy must not permit cancellation on less than thirty (30) days' notice to Lessee. Lessor will deliver proof of such insurance to Lessee on or before the Commencement Date, and thereafter upon the request of Lessee, subject to one request every six (6) months during the Lease Term. Lessor shall also maintain automobile liability insurance

in the amount of not less than \$500,000.00 per claimant and \$3,000,000.00 for any one occurrence covering bodily injury (including accidental death) and property damage. Lessor will further maintain a professional liability or umbrella policy with limits of \$1,000,000.00 per claims made.

b. *Lessee's Insurance Obligations.* At all times during the Lease Term, Lessee shall maintain in force and effect, at its own cost and expense, a policy or policies of commercial general liability insurance reasonably approved by Lessor, for the protection, indemnification and defense of Lessee and Lessor (with Lessor named as an additional insured) against claims, demands and causes of action arising out of or in connection with the use and operation of the Equipment, which policy or policies shall have limits of not less than the statutory liability damage caps for Missouri Public Entities calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, as of January 1 for each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. For example, during the balance of the 2020 calendar year, Lessee shall provide coverage with limits of not less than [\$435,849] with respect to injuries and/or death of any one person in a single occurrence, [\$2,905,644] for all claims arising out a single occurrence or an amount of not less than \$1,000,000.00 for all claims for property damage arising out of a single occurrence. Nothing contained herein shall be construed as a waiver of Lessee's sovereign immunity or official immunity under either State or Federal law. Such policy must not permit cancellation on less than thirty (30) days' notice to Lessor. Lessee will deliver proof of such insurance to Lessor on or before the Commencement Date, and

thereafter upon the request of Lessor, subject to one request every six (6) months during the Lease Term.

c. Worker's Compensation Insurance. Lessor shall take out and maintain during the Lease Term employee's liability and worker's compensation insurance for all of its employees which engage in the delivery, maintenance and/or removal of the Equipment from the Premises and in the event Lessor utilizes any third party to perform delivery, maintenance and/or removal of the Equipment, Lessor shall require that any such third-party vendor provide worker's compensation insurance for all of its employees. Worker's compensation coverage shall meet Missouri statutory limits. Employer's liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit.

13. Indemnification.

a. Indemnification of Lessor. Lessor acknowledges that Lessee will have in effect and shall maintain at all time during the Lease Term, a policy of Commercial General Liability Insurance with limits and coverage as provided in Section 12.b. covering loss or damage to the Lessor's equipment and/or claims for personal injury including death and property damages asserted against Lessor. Lessor acknowledges and agrees by execution of this Agreement that the liability of Lessee for claims, loss or damage incurred by Lessor as a result of a casualty involving Lessor's Equipment shall in no event exceed and is expressly limited to the available insurance proceeds provided in Paragraph 12.b and Lessor shall look solely to said insurance proceeds to recover such losses, howsoever caused. Lessee shall not be required to defend, indemnify or hold harmless Lessor against liabilities or claims arising from the Agreement or related to the

Equipment and Lessor shall look solely to the insurance policy maintained by Lessee, which shall name Lessor as an additional insured, with respect to any defense or indemnity requirements arising from (i) Lessee's default under this Lease, or (ii) any act or omission of Lessee or its agents, elected officials, contractors, or employees.

b. Indemnification of Lessee. Lessor shall defend all actions against Lessee with respect to, and shall pay, protect, indemnify and save harmless the Lessee from and against any and all liabilities, lawsuits, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, claims, demands, or Judgments of any nature arising from (i) Lessor's default under this Lease, or (ii) any act or omission of Lessor or its agents, contractors or employees.

14. Default.

a. By Lessee. If Lessee shall fail to pay any rent due hereunder for more than twenty (20) days after written notice of such non-payment shall have been given to Lessee, or any failure by Lessee to perform any other of the terms, conditions or covenants of this Lease to be observed or performed by Lessee for more than thirty (30) days after written notice of such failure shall have been given to Lessee (unless such failure is of such a nature that it cannot be cured within such thirty (30) day period, if Lessee shall not have promptly commenced the cure thereof within such thirty (30) day period and thereafter proceeded with reasonable diligence and in good faith to remedy such failure), Lessee shall be in default hereunder and Lessor shall have the right and option to pursue all of its legal remedies, including, without limitation, the right to terminate this Lease, to re-enter the Premises and to remove the Equipment, all without being deemed guilty of any trespass and without prejudice to any claim by Lessor for

damages for breach of this Lease or for arrears of rent or any other amounts due hereunder. Notwithstanding the foregoing, Lessor shall not have the right to terminate this lease until the times to cure defaults have expired without cure and Lessor has given not less than fifteen (15) days' notice of its intent to terminate this lease.

b. By Lessor. In the event of any failure by Lessor to perform any of the terms, conditions and covenants of this lease to be observed and performed by Lessor for more than thirty (30) days after written notice of such failure shall have been given to Lessor (unless such failure is of such a nature that it cannot be cured within such thirty (30) day period, if Lessor shall not have promptly commenced the cure thereof within such thirty (30) day period and thereafter proceeded with reasonable diligence and in good faith to remedy such failure), Lessor shall be in default hereunder, and Lessee may (i) cure such default and deduct the cost thereof from rent subsequently becoming due hereunder (ii) terminate this Lease by giving thirty (30) days' written notice to Lessor, or (iii) pursue any remedy at law or in equity that Lessee may have as a result of Lessor's default, including, but not limited to, seeking specific performance of this Lease.

15. Enforcement. In the event either party to this Lease obtains legal counsel and/or commences legal proceedings to enforce any right under this Lease or to obtain relief for the breach of any term, condition or covenant herein, the party ultimately prevailing (or substantially prevailing) in such proceedings shall be entitled to recover from the other party their reasonable costs and expenses of such proceedings, including reasonable attorneys' fees.

16. Notices. Any notice given hereunder shall be in writing and may be delivered in person or be sent by certified or registered mail, postage prepaid, or by recognized overnight courier (such as FedEx or UPS) addressed to the party to receive same at the address of such

party shown on the signature page hereof or such other address as such party may hereafter furnish to the other in writing. Any notice mailed or delivered in accordance with the preceding sentence shall be deemed to have been served at the time it is received. Notwithstanding the foregoing, any notice of damage to the Equipment or needed repairs to be given by Lessee pursuant to Section 8 above will be provided to Lessor by email at Anthony@overcrowdedjails.com and by phone at (417) 343-2280 or (417) 935-4080.

17. *Delays In Performance.* The deadlines established for Lessee's completion of the Site Work shall be extended as a result of any delays arising from weather, work stoppage, any order or decree of any governmental authority, including without limitation, delays associated with the virus commonly known as COVID-19, or other events beyond the reasonable control of Lessee. The deadlines established for Lessor shall likewise be extended as a result of any delays arising from weather, work stoppage, inability to obtain materials, any order or decree of any governmental authority, including without limitation, delays associated with the virus commonly known as COVID-19, or other events beyond the reasonable control of Lessor.

18. *Assignment and Subletting.* Neither Lessor nor Lessee may assign any of their rights or interests in this Lease without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Further, Lessee may not sublet any of the Equipment to any person/entity nor allow any other non-party the right to utilize the Equipment without Lessor's prior written consent.

19. *Execution.* This Lease may be executed in multiple originals and/or multiple counterparts which, taken together, shall constitute one and the same instrument. This Lease may only be amended by a written agreement executed by Lessor and Lessee.

20. Section Headings. The paragraph/section headings used within this Lease are for convenience of reference only, and shall not be utilized in the interpretation or construction of this Lease.

21. Governing Law. This Lease shall be governed by the laws of the State of Missouri.

22. Waiver of Jury Trial. Lessor and Lessee each hereby irrevocably waive all right to trial by jury with respect to any claim, action, proceeding or counterclaim by either Lessor or Lessee against the other as to any matters arising out of, or in any way connected with, this Lease, the relationship of Lessor and Lessee and/or Lessee's use of the Equipment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Lessor and Lessee have executed this Lease as of the
Effective Date.

LESSOR:

ALL DETAINMENT SOLUTIONS-
GREENE COUNTY, LLC

Address for Notices:
P.O. Box 717
Seymour, MO 65746
885 West Steel Street
Seymour, MO 65746

By: _____
Title: _____

GREENE COUNTY, MISSOURI

DATED: _____

BOB DIXON, Presiding Commissioner

DATED: _____

HAROLD BENGSCHE, Commissioner 1st District

DATED: _____

JOHN C. RUSSELL, Commissioner 2nd District

GREENE COUNTY CLERK:

Address for Notices:
940 N. Boonville Ave.
Room 113
Springfield, MO 65802

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.

CINDY STEIN, Greene County Auditor

APPROVED AS TO FORM:

Greene County Counselor

JIM ARNOTT
Greene County Sheriff

EXHIBIT "A"
(Items of Equipment)

- (10) 39 bed sleeper units with stainless steel interiors (flooring will not be stainless steel) which will include HVAC systems providing airborne filtration; seven (7) tables, thirty-nine (39) chairs, four (4) showers, and four (4) toilets per sleeper unit; officer station with restroom and desk/chair *
- (390) beds with hospital grade mattresses
- (2) 8' x 70' corridors with six (6) viewing windows
- (1) enclosure for security electronics and network equipment having dimensions of approximately 48" x 48" x 30" typical (refer to manufacturer) to be located in a corridor
- Up to one hundred twenty-two (122) 2' x 2' x 6' concrete barrier blocks to be placed around perimeter fence
- Up to seven hundred thirty (730) linear foot perimeter chain link fence (10' high) with three (3) rows of C-Wire at top and bottom
- (6) fenced exercise rooms between units with contraband prevention corrugated metal roof and one (1) heater unit in each room
- (1) backup diesel generator with distribution center (plug and work) with first tank of fuel

*All units will be engineer stamped and will have a wind rating of at least 120 mph.

[illegible]

ROCKS			ROCK #	DESCRIPTION
1000	COMBUSTIBLE	1000	OFFICE BUILDING	
101	SAFETY VEST	1001	RESCUE	
102	SAFETY VEST	1002	RESCUE	
103	SAFETY VEST	1003	RESCUE	
104	COMBUSTIBLE	1004	SAFETY VEST	
105	SAFETY VEST	1005	SAFETY VEST	
106	COMBUSTIBLE	1006	SAFETY VEST	
107	SAFETY VEST	1007	SAFETY VEST	
108	COMBUSTIBLE	1008	SAFETY VEST	
109	SAFETY VEST	1009	SAFETY VEST	
110	COMBUSTIBLE	1010	SAFETY VEST	
111	SAFETY VEST	1011	SAFETY VEST	
112	COMBUSTIBLE	1012	SAFETY VEST	
113	SAFETY VEST	1013	SAFETY VEST	
114	COMBUSTIBLE	1014	SAFETY VEST	
115	SAFETY VEST	1015	SAFETY VEST	
116	COMBUSTIBLE	1016	SAFETY VEST	
117	SAFETY VEST	1017	SAFETY VEST	
118	COMBUSTIBLE	1018	SAFETY VEST	
119	SAFETY VEST	1019	SAFETY VEST	
120	COMBUSTIBLE	1020	SAFETY VEST	
121	SAFETY VEST	1021	SAFETY VEST	
122	COMBUSTIBLE	1022	SAFETY VEST	
123	SAFETY VEST	1023	SAFETY VEST	
124	COMBUSTIBLE	1024	SAFETY VEST	
125	SAFETY VEST	1025	SAFETY VEST	
126	COMBUSTIBLE	1026	SAFETY VEST	
127	SAFETY VEST	1027	SAFETY VEST	
128	COMBUSTIBLE	1028	SAFETY VEST	
129	SAFETY VEST	1029	SAFETY VEST	
130	COMBUSTIBLE	1030	SAFETY VEST	
131	SAFETY VEST	1031	SAFETY VEST	
132	COMBUSTIBLE	1032	SAFETY VEST	
133	SAFETY VEST	1033	SAFETY VEST	
134	COMBUSTIBLE	1034	SAFETY VEST	
135	SAFETY VEST	1035	SAFETY VEST	
136	COMBUSTIBLE	1036	SAFETY VEST	
137	SAFETY VEST	1037	SAFETY VEST	
138	COMBUSTIBLE	1038	SAFETY VEST	
139	SAFETY VEST	1039	SAFETY VEST	
140	COMBUSTIBLE	1040	SAFETY VEST	
141	SAFETY VEST	1041	SAFETY VEST	
142	COMBUSTIBLE	1042	SAFETY VEST	
143	SAFETY VEST	1043	SAFETY VEST	
144	COMBUSTIBLE	1044	SAFETY VEST	
145	SAFETY VEST	1045	SAFETY VEST	
146	COMBUSTIBLE	1046	SAFETY VEST	
147	SAFETY VEST	1047	SAFETY VEST	
148	COMBUSTIBLE	1048	SAFETY VEST	
149	SAFETY VEST	1049	SAFETY VEST	
150	COMBUSTIBLE	1050	SAFETY VEST	
151	SAFETY VEST	1051	SAFETY VEST	
152	COMBUSTIBLE	1052	SAFETY VEST	
153	SAFETY VEST	1053	SAFETY VEST	
154	COMBUSTIBLE	1054	SAFETY VEST	
155	SAFETY VEST	1055	SAFETY VEST	
156	COMBUSTIBLE	1056	SAFETY VEST	
157	SAFETY VEST	1057	SAFETY VEST	
158	COMBUSTIBLE	1058	SAFETY VEST	
159	SAFETY VEST	1059	SAFETY VEST	
160	COMBUSTIBLE	1060	SAFETY VEST	
161	SAFETY VEST	1061	SAFETY VEST	
162	COMBUSTIBLE	1062	SAFETY VEST	
163	SAFETY VEST	1063	SAFETY VEST	
164	COMBUSTIBLE	1064	SAFETY VEST	
165	SAFETY VEST	1065	SAFETY VEST	
166	COMBUSTIBLE	1066	SAFETY VEST	
167	SAFETY VEST	1067	SAFETY VEST	
168	COMBUSTIBLE	1068	SAFETY VEST	
169	SAFETY VEST	1069	SAFETY VEST	
170	COMBUSTIBLE	1070	SAFETY VEST	
171	SAFETY VEST	1071	SAFETY VEST	
172	COMBUSTIBLE	1072	SAFETY VEST	
173	SAFETY VEST	1073	SAFETY VEST	
174	COMBUSTIBLE	1074	SAFETY VEST	
175	SAFETY VEST	1075	SAFETY VEST	
176	COMBUSTIBLE	1076	SAFETY VEST	
177	SAFETY VEST	1077	SAFETY VEST	
178	COMBUSTIBLE	1078	SAFETY VEST	
179	SAFETY VEST	1079	SAFETY VEST	
180	COMBUSTIBLE	1080	SAFETY VEST	
181	SAFETY VEST	1081	SAFETY VEST	
182	COMBUSTIBLE	1082	SAFETY VEST	
183	SAFETY VEST	1083	SAFETY VEST	
184	COMBUSTIBLE	1084	SAFETY VEST	
185	SAFETY VEST	1085	SAFETY VEST	
186	COMBUSTIBLE	1086	SAFETY VEST	
187	SAFETY VEST	1087	SAFETY VEST	
188	COMBUSTIBLE	1088	SAFETY VEST	
189	SAFETY VEST	1089	SAFETY VEST	
190	COMBUSTIBLE	1090	SAFETY VEST	
191	SAFETY VEST	1091	SAFETY VEST	
192	COMBUSTIBLE	1092	SAFETY VEST	
193	SAFETY VEST	1093	SAFETY VEST	
194	COMBUSTIBLE	1094	SAFETY VEST	
195	SAFETY VEST	1095	SAFETY VEST	
196	COMBUSTIBLE	1096	SAFETY VEST	
197	SAFETY VEST	1097	SAFETY VEST	
198	COMBUSTIBLE	1098	SAFETY VEST	
199	SAFETY VEST	1099	SAFETY VEST	
200	COMBUSTIBLE	1100	SAFETY VEST	

GREENE COUNTY MO ADS: MOBILE INMATE HOUSING

03.24.2020
ADS
Drawn By: M
Checked By
Revisions:

FLOOR PLAN AND SCHEDULES

A101

GREENE CO MO. ADS: TEMPORARY INSTITUTIONAL HOUSING VERSION 07 - SITE LAYOUT -

- FRESH/POTABLE WATER - 2" TO 3"
- BLACK/GREY WATER - 4" TO 6"
- FIRE SUPPRESSION - 6" MIN.
- ELECTRICAL - MIN. (2) 4" DUCTS
- TELECOM - MIN. (1) 4" DUCT WITH 3-CELL MAX/CELL
- NATURAL GAS



