Greene County Commission Briefing
Commission Office
1443 N. Robberson, 10th Floor
July 12, 2018
9:30 a.m.

Present: Kate Morris, Chris Coulter, Mike Cagle, Crystal Richards, Melissa Denney, Lincoln Hough, Cindy Stein, Gwen Baker, Monica Horton, Bill Prince, Jamie Raab, Jill Randolph, Kevin Barnes, Harold Bengsch, and Mailyn Jeffries.

Highway staff Melissa Denney presented a surplus property sale request (Exhibit A). She said it is for 22 chainsaws purchased in 2009 through a FEMA grant. FEMA has given permission for the items to be disposed. Money from the sale will go back to Highway. Commissioner Hough moved to approve the sale. Commissioner Bengsch seconded the motion. The Motion passed unanimously.
Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Deputy Budget Officer Tina Phillips presented the Edward Byrne Memorial Justice Assistance Grant for approval (Exhibit B). She said the City of Springfield is the primary holder for this grant, with the County being a sub recipient. It is a 60-40 grant. The County will receive $6428.80 for Greene County Sheriff's Office to use. Commissioner Hough moved to approve the sale. Commissioner Bengsch seconded the motion. The Motion passed unanimously.
Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Chief Juvenile Officer Bill Prince gave an update on the Juvenile Office. He said they recently applied for a $900,000 grant for expansion of the family dependency treatment court program. Also, they just received a $17,000 grant from OSCA that will go toward training domestic relations officers and to pay for the provision of private attorneys to perform paternity and custody work that will help close abuse and neglect cases. They also have a $30,000 Juvenile Justice Prevention Act grant pending that will help with community based services. Prince noted that the Raise the Age Bill had passed and he and staff are researching ways to ensure adequate funding for the influx of 17 year olds into the juvenile justice system. Director of Community based Services Jamie Raab said the new location at 933 N. Robberson has been a hub of activity. She and Prince told the Commission that they are working with Missouri Extension representative Dave Burton to explore the possibility of incorporating 4-H into programs provided to juveniles. Prince said that would require a $15,000 contribution from the county to Missouri Extension. Commissioner Cirtin asked if they had looked into creating a shared juvenile facility with other entities is the region. Prince said that has not developed because there's not much interest in it due to varying procedures and costs among those entities. Raab also told the Commission that they are partnering with Burrell for anger management; and that they will begin a GED program in August. Other programs going well involve cooking, art, growing vegetables, and more.

Purchasing Director Chris Mericle presented a juror space infill request to the Commission (Exhibit C.) Resource management will renovate a room on the second floor of the Judicial Building and an architect is needed. Resource Management Director Kevin Barnes said that they would like to hire NForm. Commissioners Cirtin and Hough were concerned that the county is hiring NForm so often that it might

appear as favoritism and could discourage other firms from bidding with the County on projects. Barnes explained that he preferred NForm for this project because it is a very small project that would be difficult getting other firms to want to do, and the NForm is amenable to doing it because it is already working on the very large jail construction project. The Commissioners expressed understanding of this particular situation, and Commissioner Cirtin asked Barnes to keep other firms in mind for future projects. Commissioner Bengsch moved to approve contracting with NForm for the infill of the juror room. Commissioner Cirtin seconded the motion. The motion passed unanimously.
Aye: Bengsch, Cirtin, Hough. Nay: None. Absent: None. Abstain: None.

Barnes also gave the Commission an update on a staff member who recently had surgery. He also noted that the demolition of the buildings on Boonville is nearly finished.

Human Resources Director Mailyn Jeffries presented information on the applicant tracking system. She said it went live in 2016, and, since then they've received 5,788 applications, posted 209 positions (including recurring openings), hired 335 people, and received over 200,000 views on job postings (mostly on Facebook). Commissioner Cirtin asked her to look at the numbers since the county salary restructure was implemented and see if there are any notable differences. Jeffries also noted that Human Resources is now fully staffed.

With no other business, the meeting was adjourned.

Ex. A

7-12-18

Non-Vehicle
GREENE COUNTY, MISSOURI
SURPLUS PROPERTY SALE REQUEST

Pursuant to Section 49.270 RSMo, the County Commission may sell surplus or unneeded supplies or property which are not transferred to state agencies or distributed to eligible donees to the general public by auction, sealed bid.

Surplus Items (non-vehicle) - Chainsaws

GC ID#	Acquired Date	Cost	Acquired Funds	Book Value	Estimated Value	Source	Current Depart.	Apply revenue to acct#
0033683	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033684	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033685	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033686	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033687	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033688	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033689	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033690	10/28/09	379.99	201-63-581-56618	0.00	50.00	Precision Small Engine	HWY	201-96-48196
0033694	10/28/09	379.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
0033695	10/28/09	379.99	201-63-581-56618	0.00	100.00	Precision Small Engine	HWY	201-96-48196
0033696	10/28/09	389.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
0033697	10/28/09	389.99	201-63-581-56618	0.00	100.00	Precision Small Engine	HWY	201-96-48196
0033698	10/28/09	389.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
0034201	10/28/09	389.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
0034202	10/28/09	389.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
0034203	10/28/09	389.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
0034204	10/28/09	389.99	201-63-581-56618	0.00	75.00	Precision Small Engine	HWY	201-96-48196
				Total	**1,125.00**			

	Yes	No	
Disposal Restrictions		X	**See description below.**
Solicited other departments for need		X	

Notes and explanations: Bought with FEMA Funds. No longer operable, 2009 incident.

07/02/18 Received confirmation from Alan Prenger with the Missouri Department of Emergency Management. His response is "The applicant is free to dispose of as appropriate with no requirement for financial remuneration to the government." The email has been saved to the file.

Presiding Commissioner Approval: _____

Commissioner, 1st District Approval: _____

Commissioner, 2nd District Approval: _____

Date Auditor Notified: 07/02/18 Angie Crews - revised info

Date Treasurer Notified: _____

Ex. B

GREENE COUNTY COMMISSION

HAROLD BENGSCH
COMMISSIONER 1ST DISTRICT

BOB CIRTIN
PRESIDING COMMISSIONER

LINCOLN P. HOUGH
COMMISSIONER 2ND DISTRICT

COUNTY OF GREENE

July 12, 2018

City of Springfield
Attn: Finance Department
840 Boonville
Springfield, MO 65802

Re: Grant 2017-DJ-BX-0289

The office of Justice Programs approved the City of Springfield's application for funding under the FY 17 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $160,702. Greene County is a sub-recipient of this award with a grant ratio of 60/40.

This award is subject to all administrative, financial and civil rights requirements which are listed in the grant special conditions. The County agrees to comply with all requirements as outlined on the letters from the Office for Civil Rights and Department of Justice and grant special conditions.

Please contact Tina Phillips at the Greene County Budget Office at 417-868-4115 or cphillips@greenecountymo.gov for further questions or concerns.

Robert Cirtin
Presiding Commissioner

Harold Bengsch
Commissioner District 1

Lincoln Hough
Commissioner District 2

7.12.18

Ex. C

AIA® Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Second day of July in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Greene County
1443 N. Robberson
Springfield, MO 65802
417-868-4112

and the Architect:
(Name, legal status, address and other information)

N·FORM Architecture, LLC
312 W. Commercial
Springfield, MO 65803
417-873-2255

for the following Project:
(Name, location and detailed description)

Greene County Courthouse Second Floor Remodel
1010 N. Boonville
Springfield, MO 65802
This project consists of Architecture and MEP services for an infill at the south end of the second floor of the Greene County Courthouse. This infill is located in the white box space.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

Init.
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7.12.18

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

MEP Engineering

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Generally, the Architect's services during construction include interpreting the Contract Documents, reviewing the Contractor's submittals, visiting the site, reviewing and certifying payments, and rejecting nonconforming Work.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are instruments of the Architect's service and are for the Owner's use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project or termination of this Agreement, the Owner's right to use the instruments of service shall cease. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2007, Standard Form of Agreement Between Owner and Contractor for a Residential or Small Commercial Project. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

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User Notes:
(1782796097)

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Hourly Not to Exceed Ten Thousand Nine Hundred Dollars ($10,900.00).

The Owner shall pay the Architect an initial payment of Zero ($ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Zero percent (0 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest from the date payment is due at the rate of percent (%) , or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; and services not completed within Twenty Four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above.

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User Notes:
(1782796097)

COUNTY OF GREENE

By: _____
Buyer

By: _____
Purchasing Director

By: _____
Greene County Administrator

By: _____
Presiding Commissioner

By: _____
Commissioner District 1

By: _____
Commissioner District 2

ATTEST BY: _____
Greene County Clerk

Approved as to form:

By: _____
Greene County Counselor

CONTRACTOR

By: _____

Title: Jennifer Wilson - Principal

By: _____

Title: _____

AUDITOR CERTIFICATION

I certify that the expenditure contemplated by this document is within the purpose of the 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.

_____
Greene County Auditor

7/12/18
Date