Bob Dixon
Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

John C. Russell

2<sup>nd</sup> District Commissioner



Shane Schoeller
Clerk of the Commission

Christopher J. Coulter, AICP

County Administrator

PLEASE CHECK & RETURN

Access code: 2499 501 7983

Megan Applegate Executive Assistant

# **COUNTY COMMISSION**

Greene County, Missouri (417) 868-4112

**Greene County Commission Commission Briefing Minutes** 

Tuesday, August 29, 2023
9:15 AM
Commission Conference Room
1443 N. Robberson, 10th Floor
Meeting Information

Meeting link: <a href="https://gcmo.webex.com/join/mapplegate">https://gcmo.webex.com/join/mapplegate</a>

More ways to join

Join by phone: +1-415-655-0001

Access code: 2499 501 7983

Attendees: Bob Dixon, Rusty MacLachlan, John Russell, Chris Coulter, Megan Applegate

Teleconference Attendees: Andrea Stewart, Jeff Bassham, Mike Cagle, Jeff Scott, Cheryl Dawson Spaulding, Cindy Stein, Jack McGee, Natalie Gomez.

#### Informational Items

Budget-Jeff Scott

Working on 2024 budget

#### Chris Coulter

- OTO meeting reminder
- Ag. Tour reminder

#### Public Information Office-Robert Jehle

- Collaborating with ARPA funds recipients' projects.
- Ag. Tour update.

#### Items for Consideration and Action by the Commission

Discussion and Possible Vote: Greene County Code of Ethics, Clerk

Commissioner John Russell moved to approve the Greene County Code of Ethics Order as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

Discussion and Possible Vote: Approval of LATCF Reimbursement Request, Budget

Commissioner Rusty MacLachlan moved to approve the LATCF Reimbursement Request as presented. Commissioner John Russell seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell. Discussion and Possible Vote: Reallocation of Remaining Funds for Community Health Worker/Advocate Program

Commissioner John Russell moved to approve the reallocation of remaining funds for Community Health Worker/Advocate program from The Springfield Greene County Health department to Greene County Pre Trial Services as presented. Commissioner Rusty MacLachlan seconded the motion and it passed. Yes: Dixon, MacLachlan and Russell.

#### Other:

With no other business the meeting was adjourned.

Cox Medical Tower • 1443 North Robberson Avenue, 10<sup>th</sup> Floor • Springfield, Missouri 65802 Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802 www.greenecountymo.gov Bob Dixon

Presiding Commissioner

Rusty MacLachlan

1st District Commissioner

John C. Russell 2<sup>nd</sup> 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 Agenda** 

Tuesday, August 29, 2023 9:15 AM Commission Conference Room 1443 N. Robberson, 10th Floor

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Informational Items
Budget
Human Resources
Chris Coulter

Public Information Office

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Greene County Code of Ethics, Clerk

Discussion and Possible Vote: Approval of LATCF Reimbursement Request, Budget

Discussion and Possible Vote: Reallocation of Remaining Funds for Community Health Worker/Advocate

Program

Other:



# **BUDGET DEPARTMENT**

Greene County, Missouri (417) 868-4115 Michael Cagle Deputy Budget Officer

> Jeffery Scott Budget Officer

August 29, 2023

Subject: Request for Reimbursement from ARPA-LATCF Funds

Local Assistance and Tribal Consistency Fund has awarded the County \$100,000 (\$50,000 in October of 2022 and \$50,000 in August of 2023). With the annual 2022 report Commission elected to commit the \$50,000 to Public Safety Capital Expenditures – specifically vehicle purchases in 2023. Now that both payments have been received. This request is for the \$100,000 in LATCF funds currently in Fund 226 Federal Stimulus Fund be used to reimburse Fund 206 Law Enforcement Sales Tax for vehicle purchases performed in 2023. Three specific invoices totaling \$111,147 are attached.

Be it resolved that a warrant in the amount of \$100,000.00 be drawn against:

Account 226-14-531-52246 American Rescue Plan Act (ARPA) \$100,000.00 Project E 21257.3000.300 Other ARPA Funds - LATCF

And made payable to Greene County Treasurer Vendor: 004794 For deposit against account E 206-13-504-56611

Bob Dixon

Presiding Commissioner

Rusty Mactachlah

Commissioner 1st District

ohn C. Bussell

Commissioner 2<sup>nd</sup> District



3306 E. KEARNEY • SPRINGFIELD, MISSOURI 65803 PHONE (417) 882-8272 • [877] 293-6343 www.condingoogencholephipfield.com

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City SPRINGFIELD State MO County GREENE 21p 65802 Telephone				
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3306 E. KEARNEY • SPRINGFIELD, MISSOURI 656 PHONE: (417) 862-9272 • (877) 293-6343 www.corwindodgeremolspringfield com	BUYERS Date 02/20/2	
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d. No plain, controversy or dispute may be joined in an arbitration with a claim,	** "AN ADMINISTRATIVE FEE IS NOT AN OFFICIAL FEE AND IS BY LAW BUT WAY BE CHARGED BY A DEALER TH'S ADMINIST	RATIVE FEE MAY
controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award damages that are barred by this Agreement, and the	RESULT IN A PROFIT TO DEALER, NO PORTION OF THIS ADMINI- FOR THE DRAFTING, PREPARATION, OR COMPLETION OF DOC	UMENTS OR THE
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3308 E. KEARNEY . SPRINGFIELD, MISSOURI 65803 PHONE: (417) 862-8272 . (877) 293-6343 www.corwindodgera.mofspringfisid.com

Model CHARGER

County GREENE Zip 6580

ign. Key No. ....

State MO

I hereby agree to purchase from you under the terms and conditions specified, the following:

Purchaser GREENE COUNTY COMMISSION

Body SD

PURCHASER'S CERTIFICATION PUNCHABIETE EXTENDED TO A STATE OF THE STATE

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"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

N/A

MANDATORY ARBITRATION OF DISPUTES, ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORY, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR FOUNTABLE THEORY) SHALL BE RESOLVED BY FINAL AND SINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the archission process and the question of whether a claim is subject to arbitration. The customer, however, retains the right to take any claim, controversy or dispute that qualities to email claims count rather than arbitration.

No claim, controversy or dispute may be joined in an arbitration with a claim.

Date: 02/20/2023

Date:

controversy or disputs of any other person, or resolved on a cleas-wide basis. The arbitrator may not award demages that are barred by this Agreement, and the Customer and the Company both waive any claims for an award of demages that is

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CILY SPRINGFIELD

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ARBITRATION

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MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE

Date: 02/20/2023



### **BUDGET DEPARTMENT**

Greene County, Missouri (417) 868-4115 Michael Cagle Deputy Budget Officer

> Jeffery Scott Budget Officer

August 29, 2023

Subject: Request for Reimbursement from ARPA-LATCF Funds

Local Assistance and Tribal Consistency Fund has awarded the County \$100,000 (\$50,000 in October of 2022 and \$50,000 in August of 2023). With the annual 2022 report Commission elected to commit the \$50,000 to Public Safety Capital Expenditures – specifically vehicle purchases in 2023. Now that both payments have been received. This request is for the \$100,000 in LATCF funds currently in Fund 226 Federal Stimulus Fund be used to reimburse Fund 206 Law Enforcement Sales Tax for vehicle purchases performed in 2023. Three specific invoices totaling \$111,147 are attached.

Be it resolved that a warrant in the amount of \$100,000.00 be drawn against:

Account 226-14-531-52246 American Rescue Plan Act (ARPA) \$100,000.00 Project E 21257.3000.300 Other ARPA Funds - LATCF

And made payable to Greene County Treasurer Vendor: 004794 For deposit against account E 206-13-504-56611

**Bob Dixon** 

**Presiding Commissioner** 

Rusty MacLachlan

Commissioner 1st District

ohn C. Russell

Commissioner 2<sup>nd</sup> District



3306 E. KEARNEY • SPRINGFIELD, MISSOURI 65803
PHONE: 14171 882-8272 • 18771 203-8243

N/A

Date:

mitals:

RETAIL	Stock No.	1519011	
BUYERS	Date _02/	20/2023	

www.comindodgeramolepri				ORD	EA	Selesman		
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www.cowlndodgeramolspringfield.com	ORDER Salesman	
Purchaser GREENE COUNTY COMMISSION		
	REENE ZID 65802 Telephone	
Thereby agree to purchase from you under the terms and conditions specifie	· ·	
Maka DODGE Body SD Model CHARGER	Color GRANITE Upholstery	
VIN 2C3CDXAT7PH618012 Ign. Key	No R.D. Key No Mile ag	p <u>12</u>
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	TOTAL CASH DELIVERED PRICE	37049.00
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3306 E. KEARNEY . SPRINGFIELD, MISSOURI 65803 PHONE: (417) 862-9272 • (877) 293-6343 rw.corwindodgerernofspringfield.com

I hereby agree to purchase from you under the terms and conditions apacified, the following:

Body SD

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"THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES."

N/A

MANDATORY ARBITRATION OF DISPUTES. ANY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND BETWEEN THE CUSTOMER AND THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL OR EQUITABLE THEORY) SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, PURSUANT TO THE FOLLOWING TERMS.

a. The Federal Arbitration Act, not state law, shall govern the arbitration process and the question of whether a claim is subject to arbitration. The customer, however, relatins the right to take any claim, controversy or dispute that questies to small claims count rather than arbitration.

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c. The erbitrator's decision and award will be final and binding, and judgment on the award randared by the arbitrator may be entered in any count with jurisdiction.

d. No claim, controversy or dispute may be joined in an arbitration with a claim, controversy or dispute of any other person, or resolved on a class-wide basis. The arbitrator may not award demages that are barred by this Agreement, and the Customer and the Company both we've any claims for an award of damages that is

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Date: 02/20/2023

Date:

Purchaser GREENE COUNTY COMMISSION

CITY SPRINGFIELD

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MY/OUR INITIALS BELOW INDICATE I/WE HAVE BEEN INFORMED OF, AND UNDERSTAND FULLY, THE ABOVE REFERENCED ADMINISTRATIVE FEE.

Date: 02/20/2023

# ORDER of the GREENE COUNTY COMMISSION SPRINGFIELD, MISSOURI

DATE: August 29, 2023

SUBJECT: Code of Ethics

On this 29th day of August, 2023, the Greene County Commission takes up the matter of financial disclosure by certain employees and elected/appointed officials of Greene County, Missouri. Pursuant to section 105.485.4 of the Revised Statutes of Missouri, Greene County elects to adopt its own Code of Ethics providing for adequate financial disclosure, a copy of which is attached hereto as Exhibit "A".

THEREFORE, IT IS ORDERED that Greene County, Missouri adopt the Code of Ethics attached hereto and that all prior resolutions and codes are hereby repealed.

Bob Dixon

**Presiding Commissioner** 

Rusty MacLachlan

Commissioner District 1

John Russell

Commissioner District 2

#### Exhibit "A"

# CODE OF ETHICS GREENE COUNTY, MISSOURI

A RESOLUTION OF GREENE COUNTY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.

BE IT RESOLVED BY THE COMMISSIONERS OF GREENE COUNTY, MISSOURI, AS FOLLOWS:

<u>Section 1. Declaration of Policy.</u> The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public has confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure tor disclosure by certain officials and employees of private financial or other interests in matters affecting the County.

#### Section 2. Conflicts of Interest.

- (a) All elected and appointed officials, as well as employees of Greene County, must comply with section 105.454 of the Revised Statutes of Missouri (RSMo) on conflicts of interest as well as any other state law governing official conduct.
- (b) Any member of the governing body of Greene County who has a substantial personal or private interest in any measure, bill, order, or ordinance proposed or pending before such governing body must disclose that interest to the County Clerk, and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly, of (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more per year from any individual, partnership, organization, or association within any calendar year.

<u>Section 3. Disclosure Reports.</u> Each elected official, the County Commission, the chief administrative officer, the chief purchasing officer, and any full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in section 105.487 RSMo, if any such transactions occurred during the previous calendar year:

(a) For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of \$500, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee, or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.

- (b) The date and the identities of the parties to each transaction known to the person with a total value in excess of \$500, if any, that any business entity in which such person had a substantial interest had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- (c) The chief administrative officer and the chief purchasing officer shall also disclose by May 1 the following information for the previous calendar year:
  - (1) The name and address of each of the employers of such person from whom income of \$1,000 or more was received during the year covered by the statement;
  - (2) The name and address of each sole proprietorship that he/she owned; the name, address and general nature of the business conducted of each general partnership and joint venture in which he/she was a partner or participant; the name and address of each partner or co-participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned 10% or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned 2% or more of any class of outstanding stock, limited partnership units or other equity interests; and,
  - (3) The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

<u>Section 4. Filing of Reports</u>. The financial disclosure statements shall be filed at the following times, but no person is required to file more than one financial disclosure statement in any calendar year:

- (a) Every person required to file a financial disclosure statement shall file the statement annually not later than May 1, and the statement shall cover the calendar year ending the immediately preceding December 31, provided that such person may supplement his/her financial disclosure statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial disclosure statement.
- (b) Every person appointed to an office provided for in Section 3 shall file the statement within 30 days of such appointment or employment covering the calendar year ending the previous December 31.
- (c) Financial disclosure statements giving the financial information required in Section 3 shall be filed with the County Clerk and the Missouri Ethics Commission. The statements shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinances. A certified copy of this Resolution, adopted prior to September 15, 2023, shall be sent within 10 days of its adoption to the Missouri Ethics Commission.

<u>Section 6. Effective Date</u>. This Resolution shall be in full force and effect from and after the date of its passage and approval, and shall remain in effect until amended or repealed by the County Commission.

Section 7. Prior Resolutions. All prior Codes of Ethics and Resolutions are hereby repealed.

Bob Dixon

**Presiding Commissioner** 

Rusty MacLachlan

Commissioner District 1

John Russell

Commissioner District 2

Date