

Greene County Commission Briefing  
Commission Office  
1443 N. Robberson, 10th Floor  
June 11, 2019  
11:00 a.m.

Attendees: Bob Dixon, Harold Bengsch, John Russell, Major Royce Denny, Captain David Johnson, Mayor Debra Hickey, Frank Schoneboom, Chief McPhail, Laura Merriman, Cindy Stein, Kevin Barnes, Jeff Scott, Rick Artman, Justin Hill, Larry Woods, Tina Phillips, Donna Barton and Megan Applegate.

Budget Officer Jeff Scott informed the Commission that the City of Battlefield is present today with a request to change the LEST I agreement. (Ex 1) This agreement was put in place in September 1997 and the city Battlefield even though they are the 3<sup>rd</sup> largest city with in the county they receive one of the lowest contributions from LEST I. Mayor Hickey, City Administrator Frank Schoneboom and Police Chief McPhail spoke in favor of creating a new agreement Scott explained that the other municipalities receive a great deal more due to the agreement that was originally signed, Scott thought that to keep things fair a new agreement could be drafted to mirror the city of Strafford and Willard which would provide Battlefield with an even share. The Commission agreed with the City of Battlefield and Scott that all municipalities should be on an even playing field. Commissioner John Russell moved to approve a new agreement to be drafted to match what Strafford and Willard has for a base rate and for the new rate to begin in 2020. Commissioner Harold Bengsch seconded the motion and it was unanimously approved Aye: Dixon, Bengsch and Russell. Nay: none Abstain: None. Absent: None

Highway Director Rick Artman presented the Commission with an Intergovernmental agreement for paving in the cities of Battlefield, Fair Grove, Strafford, Rogersville and Walnut Grove. Commissioner Bengsch moved to approve the IGA for the cities of Battlefield, Fair Grove, Strafford, Rogersville and Walnut Grove. Commissioner Russell seconded the motion and it was unanimously approved Aye: Dixon, Bengsch and Russell. Nay: none Abstain: None. Absent: None.

Buyer Laura Merriman from Purchasing and Resource Management Director Kevin Barnes provided the Commission with an award notice (ex2) as well as an appointment letter for professional services in the form of architectural design for the addition of a courtroom on the second floor of the Judicial Courts Building. Barnes explained that N-Form has completed another project of the same services. Commissioner Harold Bengsch moved to approve the appointment of N-Form Architecture for the Judicial Courtroom project. Commissioner John Russell seconded the motion and it was unanimously approved Aye: Dixon, Bengsch and Russell. Nay: none Abstain: None. Absent: None

The action item MOU-Missouri Department of Public Safety was tabled until a final agreement is presented.

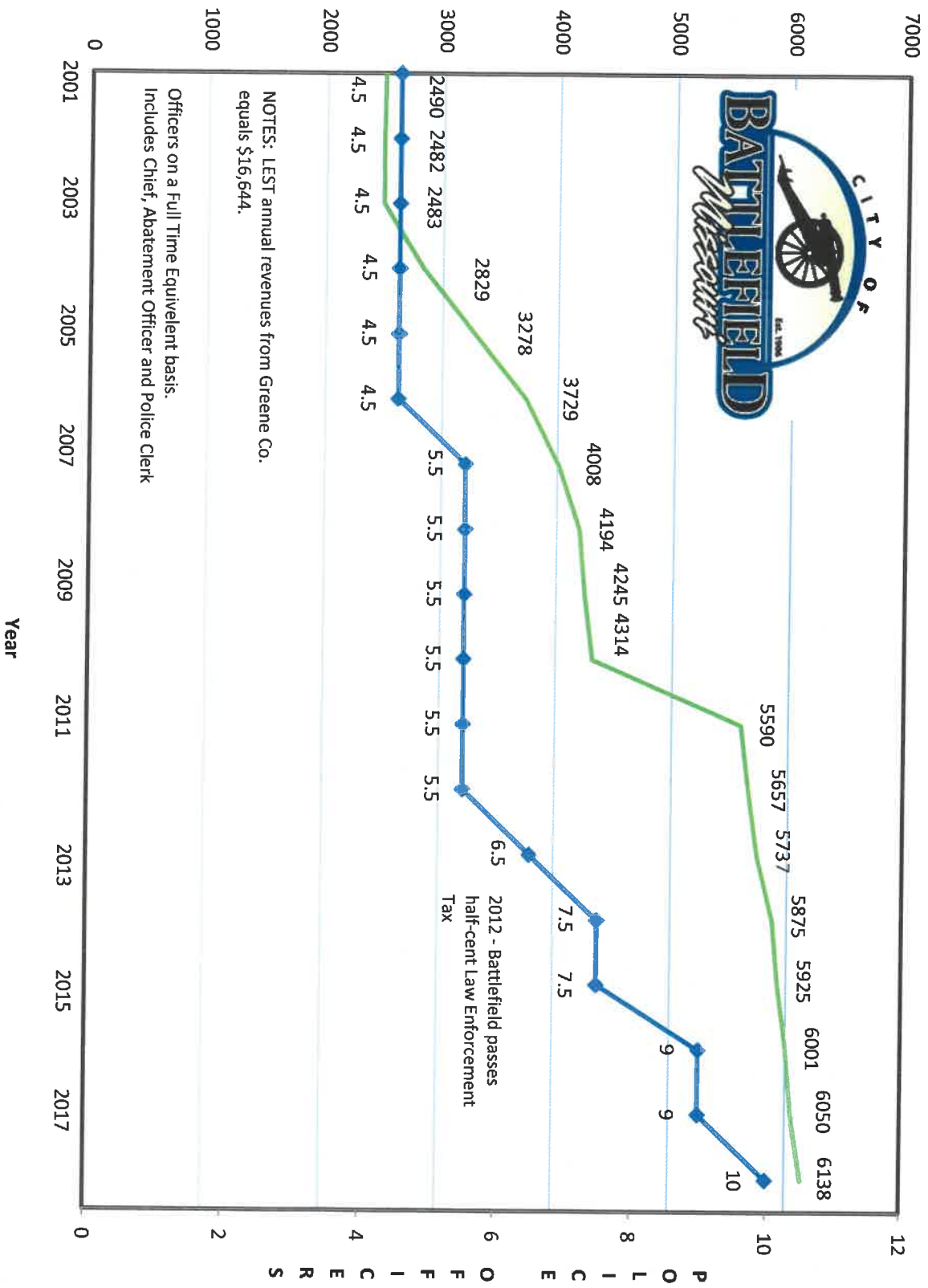
The action item Trunked Radio System Participation Agreement was tabled until a final agreement is presented.

Major Royce Denny with the Sheriff's office provided the Commission with the jail population for June 11<sup>th</sup>. 903 is the official population with 153 out of county. Denny explained that this number is an increase of 156 inmates from 2018.

Public Information Officer Donna Barton reminded Commission that on 06/25 and 06/26 Go Caps Teacher Externs will be around various offices in the county.

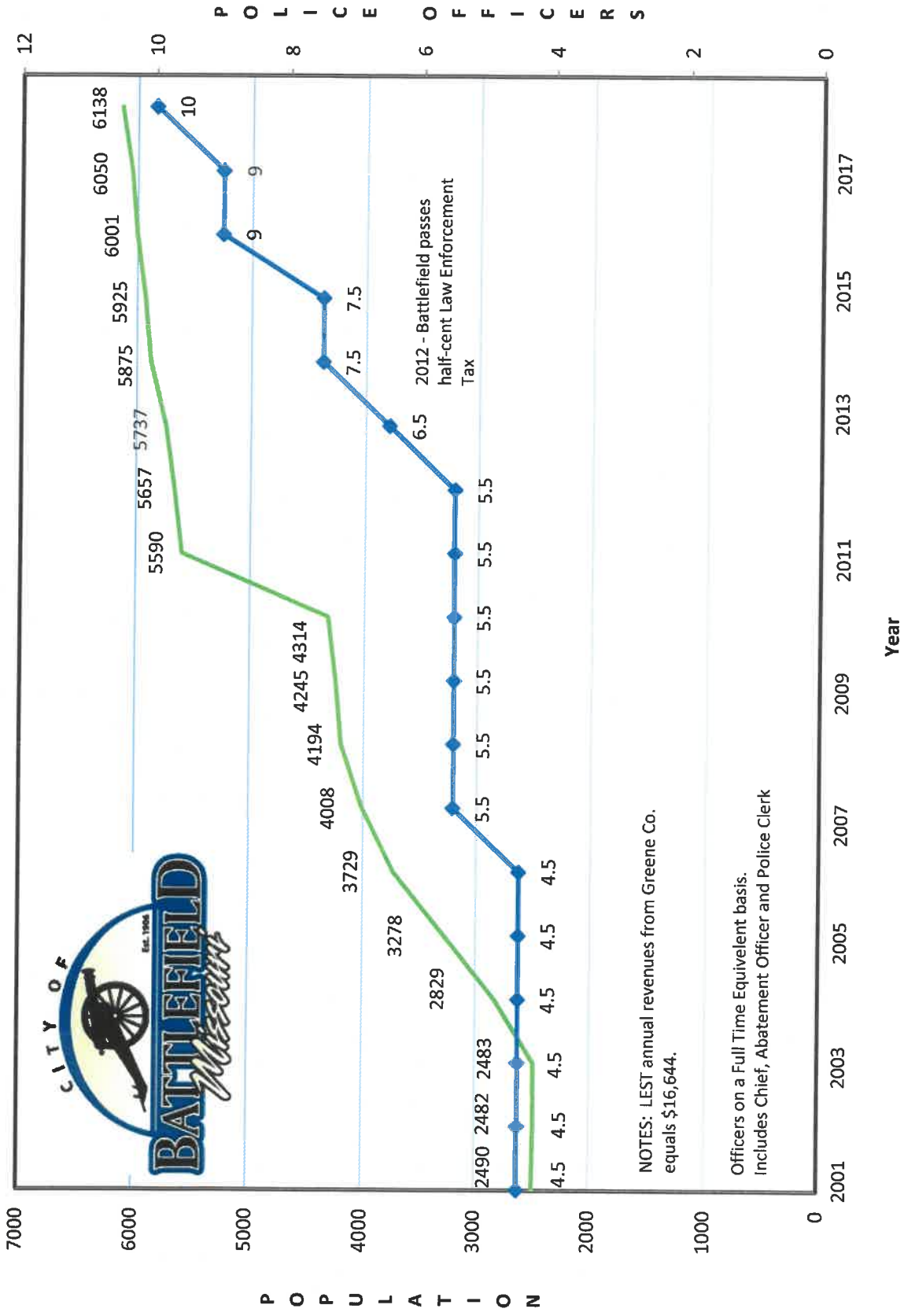
With no other business the meeting was adjourned.

# Comparison of Population to Police Officers by Year



ex1

# Comparison of Population to Police Officers by Year





**INTERLOCAL GOVERNMENTAL AGREEMENT  
LAW ENFORCEMENT INITIATIVE**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 22nd day of August, 1997, by and between the City of Ash Grove, Missouri, hereinafter referred to as "City"; and Greene County, Missouri, hereinafter referred to as "County".

WHEREAS, Section 70.220, RSMo, 1996, provides for governments to cooperate with one another in various matters; and

WHEREAS, this agreement provides for consolidation of law enforcement activities which will improve efficiencies and accountability; and

WHEREAS, the City and the County have reached such an agreement regarding the disposition of revenues from a proposed county law enforcement sales tax, hereinafter referred to as the "Tax", with the agreement contingent upon voter approval of the Tax, the terms of which are set out below.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. Upon passage of the Tax by the voters, the County and the City shall cooperate fully in the implementation of this Agreement, and in all annual appropriations hereunder.
2. All municipalities and entities within Greene County, Missouri which receive revenues from the Tax shall, prior to their receipt of said revenues, pledge and agree to maintain their general revenue law enforcement/criminal justice-related funding at not less than their budgeted levels for the 1997-1998 fiscal year, and shall further pledge and agree to increase their general revenue funding of such activities from non-Tax sources at a rate of not less than two percent (2%) over a five (5) year period.
3. The parties hereto agree that there shall be a consolidated county-municipal justice center. The parties further agree a screening facility shall be established in association with the justice center for the determination of the appropriateness of detention or confinement of persons brought to the facility based on the physical and/or mental condition of the arrestee. The County shall operate and staff the justice center and screening facility from the proceeds of the law enforcement sales tax. The Sheriff shall accept all municipal, county or federal prisoners brought to the jail, in accordance with established Policy and Procedures. (example attached). In conjunction with the screening of prisoners, the parties agree to conduct a physical examination of any detainee who either verbally complains about any physical illness, injury or condition, or if injuries are observed by any arresting officer, prior to said detainee being brought to the Jail. Any municipality agrees that the officers transporting a detainee to the jail shall notify the Jail screening booking officer of any medical, psychiatric condition, or other unusual behavior exhibited by said detainee, including, but not limited to, prior self-destructive behavior or attempts to commit suicide. The cost of medical services for any municipal prisoners for services not currently provided in the Jail, by Jail medical staff will be the responsibility of such municipality.

receipt of the tax collection from the State in accordance with the percentages referenced in the formula.

- F. The County shall report quarterly to all jurisdictions receiving tax revenue the actual amount of tax received and the distributions made and each jurisdiction receiving "Tax" revenues shall make appropriate certification to the County for their expenditure of "Tax" revenues consistent with state statutes and this agreement.
6. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of the Agreement shall be effective unless it is in writing and is signed by representatives of both the City and the County authorized by City Ordinance or County Order to do so. This Agreement shall terminate if said tax issue is not approved by the voters on November 4, 1997.
7. This Agreement and every question arising hereunder shall be construed or determined in accordance with the laws of the State of Missouri. Should any dispute arising under or part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.

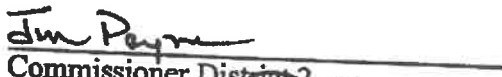
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first written above.

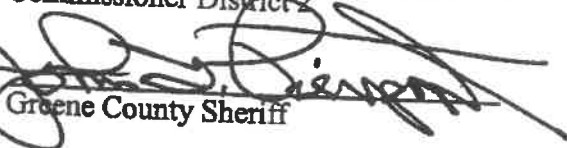
GREENE COUNTY, MISSOURI

By: 

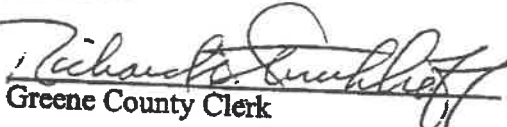
Presiding Commissioner

  
Commissioner District 1

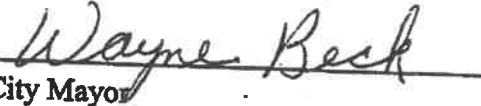
  
Commissioner District 2

  
Greene County Sheriff


ATTEST:

  
Greene County Clerk

CITY OF ASH GROVE, MISSOURI

By:   
City Mayor

ATTEST:

  
City Clerk

**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (hereinafter "MOU") made and entered into this \_\_\_\_\_ day of April, 2006, by and between the City of Ash Grove, Missouri, a municipal corporation (hereinafter referred to as the "City") and Greene County, Missouri, (hereinafter referred to as the "County").

**WHEREAS**, on or about August 22, 1997, the City and County entered into an Interlocal Governmental Agreement, Law Enforcement Initiative (hereinafter referred to as the "LEST Agreement") setting forth the terms regarding the disposition of revenues received from a county law enforcement sales tax, and

**WHEREAS**, Paragraph 5, Subparagraphs A through D of the LEST Agreement have been the subject of on-going negotiations between the City and County as to the appropriate interpretation to be given to Paragraph 5, subparagraphs A through D,

**WHEREAS**, the City and County have reached an understanding as to the appropriate interpretation of Paragraph 5, Subparagraphs A through D of the LEST Agreement as set forth in this MOU, and

**WHEREAS**, it is in the mutual interest of the City and the County to enter into this MOU.


**NOW THEREFORE, THE CITY AND THE COUNTY HEREBY MUTUALLY AGREE TO THE FOLLOWING:**

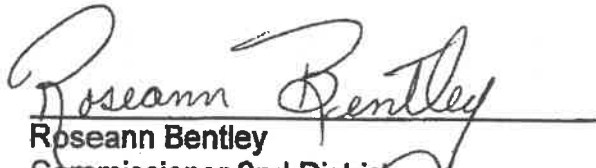
1. The parties agree that Subparagraph B of Paragraph 5 of the LEST Agreement sets forth the terms for the distribution of tax revenue to the City for the first four (4) years of the tax.
2. The parties agree that Subparagraph C of Paragraph 5 of the LEST Agreement sets forth the terms for the distribution of tax revenue to the City beginning in year five (5) and thereafter.
3. The parties agree that Subparagraph D of Paragraph 5 of the LEST Agreement sets forth the calculation for the base rate of return and the amount of tax revenues that will be distributed to the City if the amount from subparagraph D is larger than the amount determined in Subparagraph B of Paragraph 5 during years one (1) through four (4), or in Subparagraph C of Paragraph 5 in year five (5) and thereafter.
4. The parties agree that the payments made to the City shall be made pursuant to Subparagraph D of Paragraph 5, unless a greater amount would be owed



**GREENE COUNTY, MISSOURI**

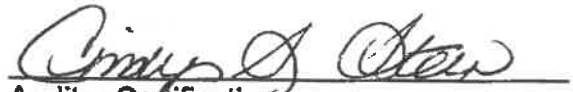
  
David L. Coonrod  
Presiding Commissioner

  
Harold Bengsch  
Commissioner 1st District

  
Roseann Bentley  
Commissioner 2nd District

**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.

  
Auditor Certification


ATTEST:

  
County Clerk

**CITY OF ASH GROVE, MISSOURI**

By: 

ATTEST:

By:   
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Greene County Counselor

**INTERLOCAL GOVERNMENTAL AGREEMENT  
LAW ENFORCEMENT INITIATIVE**

THIS AGREEMENT, MADE AND ENTERED INTO THIS 2<sup>nd</sup> day of September, 1997, by and between the City of Battlefield, Missouri, hereinafter referred to as "City"; and Greene County, Missouri, hereinafter referred to as "County".

WHEREAS, Section 70.220, RSMo, 1996, provides for governments to cooperate with one another in various matters; and

WHEREAS, this agreement provides for consolidation of law enforcement activities which will improve efficiencies and accountability; and

WHEREAS, the City and the County have reached such an agreement regarding the disposition of revenues from a proposed county law enforcement sales tax, hereinafter referred to as the "Tax", with the agreement contingent upon voter approval of the Tax, the terms of which are set out below.

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3. The parties hereto agree that there shall be a consolidated county-municipal justice center. The parties further agree a screening facility shall be established in association with the justice center for the determination of the appropriateness of detention or confinement of persons brought to the facility based on the physical and/or mental condition of the arrestee. The County shall operate and staff the justice center and screening facility from the proceeds of the law enforcement sales tax. The Sheriff shall accept all municipal, county or federal prisoners brought to the jail, in accordance with established Policy and Procedures. (example attached). In conjunction with the screening of prisoners, the parties agree to conduct a physical examination of any detainee who either verbally complains about any physical illness, injury or condition, or if injuries are observed by any arresting officer, prior to said detainee being brought to the Jail. Any municipality agrees that the officers transporting a detainee to the jail shall notify the Jail screening booking officer of any medical, psychiatric condition, or other unusual behavior exhibited by said detainee, including, but not limited to, prior self-destructive behavior or attempts to commit suicide. The cost of medical services for any municipal prisoners for services not currently provided in the Jail, by Jail medical staff will be the responsibility of such municipality.

approved by the voters on November 4, 1997.

7. This Agreement and every question arising hereunder shall be construed or determined in accordance with the laws of the State of Missouri. Should any dispute arising under or part of this Agreement be litigated, venue shall only be proper in the Circuit Court of Greene County, Missouri.

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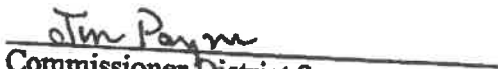
GREENE COUNTY, MISSOURI

CITY OF BATTLEFIELD, MISSOURI

By:   
Presiding Commissioner

By:   
City Mayor

  
Commissioner District 1

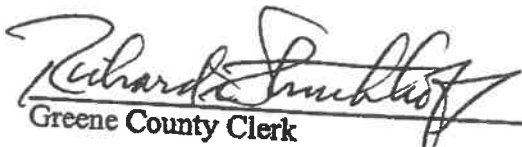
  
Commissioner District 2

  
Greene County Sheriff

ATTEST:

  
City Clerk

ATTEST:

  
Greene County Clerk

	<b>Sales Tax Collected</b>	<b>Base Rate</b>	<b>Distributed</b>	<b>Minimum</b>	
Ash Grove	34,558.12	66.31%	22,914.84		
Battlefield	69,337.11	Not in Contract		\$16,644.00	if they had in contract 45,976.14
Fair Grove	51,003.69	66.31%	33,819.59		
Republic	698,385.51	66.31%	463,086.39		
Strafford	119,855.09	66.31%	79,473.67		
Walnut Grove	13,169.99	66.31%	8,732.77	\$12,504.00	
Willard	130,533.00	66.31%	86,554.00		
			<u>\$714,996.50</u>		5.12%
Greene County Left with			\$5,152,333.52		36.92%
Springfield			\$8,070,976.34		57.83%
					99.87%
					Remainder is TIF

ex 2



OFFICE OF THE PURCHASING DIRECTOR  
1443 N. ROBBERSON AVE., SUITE 1000, SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

HAROLD BENGSCHE  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

June 11<sup>th</sup>, 2019

To Whom It May Concern:

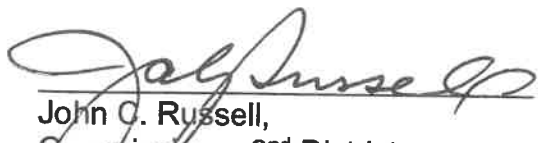
The members of the Greene County Commission hereby appoint N-Form Architecture through their office located at 312 W Commercial St., Springfield MO 65803 to provide professional services in the form of architectural design for the addition of a courtroom on the second floor of the Judicial Courts Building located at 1010 Boonville, Springfield, MO. 65802.

This appointment comes after review and evaluation of RFQ 17-10593 for general architectural services of which N-Form was one of multiple providers selected. N-Form has been selected for this specific project upon the recommendation of Mr. Kevin Barnes, PE, Director, Greene County Resource Management Department.

GREENE COUNTY COMMISSION

  
Bob Dixon,  
Presiding Commissioner

  
Harold Bengsch,  
Commissioner 1st District

  
John C. Russell,  
Commissioner 2<sup>nd</sup> District



OFFICE OF THE PURCHASING DIRECTOR  
933 N. ROBBERSON AVE., SPRINGFIELD, MO 65802

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ROBERT CIRTIN  
PRESIDING COMMISSIONER

HAROLD BENGSCHE  
COMMISSIONER, 1<sup>ST</sup> DISTRICT

LINCOLN P. HOUGH  
COMMISSIONER, 2<sup>ND</sup> DISTRICT

## Award Notice

June 22<sup>nd</sup>, 2017

To: N-Form Architecture  
312 W. Commercial Street  
Springfield, MO 65803

Attn: Jennifer Wilson

Re: RFQ 17-10593

Dear Ms. Wilson:

You are hereby notified you have been selected as a contractor in response to Greene County RFQ #17-10593 for Architectural Services-General.

For the time being this appointment will encompass only the Cox Tower 10<sup>th</sup> floor renovation project, though it may expand in scope to include other projects as well. There will be multiple awards based on this RFQ, presumably one for each project that arises. You will be notified in writing should the County choose to select you for another project based on the fact that you met the established state guidelines for award.

Please forward any and all quotes for your services to the Greene County Purchasing Director. From there costs will be negotiated, appropriated, and assigned.

Greene County looks forward to working with you on any potential future and current projects.

Sincerely,

Chris Mericle  
Purchasing Director