

Bob Dixon  
Presiding Commissioner

Harold Bengsch  
1<sup>st</sup> District Commissioner

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



Shane Schoeller  
Clerk of the Commission

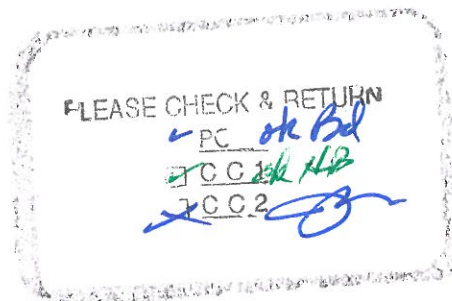
Christopher J. Coulter, AICP  
County Administrator

Megan Applegate  
Executive Assistant

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

**Greene County Commission**  
**Commission Briefing Minutes**

**Thursday, January 23, 2020**  
09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville



**Attendees:** Bob Dixon, Harold Bengsch, John Russell, Chris Coulter, Megan Applegate, Donna Barton, Rick Artman, Adam Humphries, Cindy Stein, Justin Hill, Kevin Barnes, Vanessa Branden, Melissa Denney, Rob Rigdon, Sheriff Jim Arnott, Andrea Stewart, Jeff Bassham, Jason Wertz and Katie Kull.

**Informational Items**

**Resource Management-Kevin Barnes**

- Bids received for replacement generator.
- Working on issues with new gate located in Judges' parking area.
- Temporary Jail, one bid received much higher than anticipated working with vendor to bring the cost down before bringing to the Commission.

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

**(EX1) Request for Pay in lieu of Comp Time for Emergency OT, Highway**

Commissioner Harold Bengsch moved to approve the Highway departments request for pay in lieu of comp time for emergency overtime. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EX2) Cooperative Agreement with City of Fair Grove, Highway**

Commissioner John Russell moved to approve the cooperative agreement with the city of Fair Grove. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EX3) JAG Grant, Sheriff's Office**

Commissioner John Russell moved to approve the JAG grant as presented. Commissioner Harold Bengsch seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EX4) Letter to Kraft Foods, Commission Office**

Commissioner Harold Bengsch moved to approve the letter presented to send to Kraft Foods. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**(EX5) Surplus Property Disposal, Resource Management**

Commissioner Harold Bengsch moved to approve the disposal of surplus property as presented. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, Bengsch and Russell.

**Other:**

With no other business the meeting was adjourned.

Bob Dixon  
*Presiding Commissioner*

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

**Greene County Commission**  
**REVISED Commission Briefing Agenda**

**Thursday, January 23, 2020**  
09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville

Informational Items  
Resource Management

Items for Consideration and Action by the Commission  
Request for Pay in lieu of Comp Time for Emergency OT, Highway

Cooperative Agreement with City of Fair Grove, Highway

JAG Grant, Sheriff's Office

Letter to Kraft Foods, Commission Office

Surplus Property Disposal, Resource Management

Other:

*REVISED 01/22/2020 @7:47 AM*

exl

**GREENE COUNTY HIGHWAY DEPARTMENT  
INTER-OFFICE CORRESPONDENCE**

**MEMO**

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**Date:** January 14, 2019 ~~2019~~ 2020  
**To:** County Commission  
**CC:** Mailyn Jeffries, Cindy Stein, Chris Coulter, Jeff Scott  
**From:** Rick J. Artman  
Highway Administrator  
**Subject:** Request for Payment of Emergency Overtime

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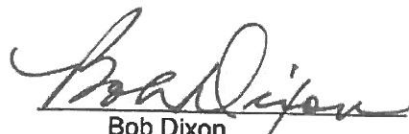
This correspondence is in reference to Section 3-10 of the Greene County Personnel Policy Manual which reads as follows:

**Section 3-10 Emergency Declared**


*"When a disaster, emergency or other unforeseen event occurs that requires affected exempt and non-exempt employees to work overtime hours, the County Commission, in its sole discretion, may allow affected employees to receive payment for overtime worked exclusively during the event in excess of 40 hours. Pay for exempt employees will be based on hourly salary calculated from their current annual salary wage during the defined period of the disaster response and/or recovery period. In order for the event to be considered for overtime cash payment, it must concern safety, health, emergency services, or other unforeseen event.*

*The elected official or department administrator of the affected department(s) will be required to submit a written request for payment of the overtime to the County Commission. In determining if payment of overtime is necessary, the County Commission will consider the following: the functions of the department, the hardship that the additional compensatory time poses on the department, and the activation level of the Emergency Operations Center if activated for requested event."*

As you know, it is not uncommon for our employees to be called out after hours for emergency situations involving safety concerns for the traveling public. An option to the employees to receive payment for overtime will help keep comp time balances at a reasonable level which will improve our crew's productivity. The employees would continue to have a choice of receiving comp time instead of cash payment. The Road and Bridge fund is sufficient to make this payment with no detrimental effect. We are maintaining a healthy and responsible fund balance and taking steps to insure that the fund remains sustainable. For this reason and in accordance with the policy, I am requesting to allow non-exempt Highway Department employees the option to receive cash payment for emergency overtime worked during fiscal year 2020.

  
Bob Dixon  
Presiding Commissioner

  
Harold Bengsch  
Commissioner 1<sup>st</sup> District

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

ex 2

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Fair Grove (hereinafter referred to as "City") and Greene County, Missouri (hereinafter referred to as "County").

**WHEREAS**, Section 70.220, RSMo. (2000) authorizes governments to cooperate with one another in various matters; and

**WHEREAS**, the City maintains certain streets within its municipal boundaries and is desirous of controlling the cost of traffic control signing installations by coordinating with the County's sign installation crews; and

**WHEREAS**, County is agreeable to provide the City certain traffic control material, labor and equipment to install new signing on roads which are located within the municipal boundaries of the City upon the terms and conditions of this Agreement which will serve to improve the network of roads throughout the County and public safety.

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Greene County, by and through its Highway Department, agrees to perform and complete the installation of school and pedestrian crossing traffic control warning signs on those portions of the following roads which are located within the municipal boundaries of the City;
  - a. Main Street: Between Orchard Blvd and Hickory Street
  - b. Orchard Boulevard: At West Draper Street
2. Greene County, by and through its Highway Department, will provide the materials, labor and equipment needed to sign the aforesaid mentioned portions of said

roads, which will consist of warning signs for school and pedestrian crossing locations.

3. Inspection of all work performed shall be conducted by the County; however, the City, through its inspection staff, shall provide advice and consent to the County's inspector as to the appropriate sign types and locations.
4. The City shall reimburse the County for the actual labor, equipment, and material costs associated with the installation of said traffic control signing. Promptly after completion of the signs, the County shall furnish the City an itemized bill for the actual labor, equipment and material costs incurred by the County in connection with the traffic control installations on the designated portions of said roadways. The City shall remit payment to the County within forty-five (45) days after the City's receipt of the County's invoice.
5. By installing traffic control signing on certain roads located within the boundaries of the City, the County shall gain no interest in any constructed roadway or improvements or be obligated to maintain or keep them in repair. Upon completion of the signing on said roadways, the City shall maintain the traffic control signage for all purposes as part of its street system, at its own cost and expense, and at no cost or expense whatsoever to the County.
6. The County and the City who are parties to this Agreement are each separate and independent political subdivisions of the State and, as such, the County and the City each retain their own identity, and each is responsible for its own policies and activities. This Agreement shall not be construed as creating a joint venture between the City or the County.

7. To the extent allowed or imposed by law, City shall defend, indemnify, and hold harmless the County, including Greene County admits Commissioners, officials, employees, and assigns, from all losses, claims, damages, liabilities, judgments, and expenses, including attorney fees and court costs, whether based on a claim for damages to real or personal property or to a person including personal injury or death, for any matter related to or arising out of the County's performance of its obligations under this Agreement. This provision does not, however, require City to indemnify, hold harmless, or defend the County from the County's own negligence.
8. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as required by Federal and State Constitutions, statutes, and laws.
9. This Agreement sets forth the entire Agreement between the parties and fully supersedes any and all prior and/or other contemporaneous agreements or understandings between the parties which pertain to the subject matter hereof. This Agreement may only be modified by written instrument executed by the parties hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
10. The City agrees to pass such orders, ordinances, or motions as may be necessary to implement the terms and conditions of this Intergovernmental Cooperative Agreement, including a resolution authorizing the Mayor to execute this Cooperative Agreement on behalf of the City.



**IN WITNESS WHEREOF**, Greene County, Missouri, acting through its County Commission, and the City of Fair Grove, Missouri, acting through its Mayor have caused this Intergovernmental Cooperative Agreement to be duly executed by their proper officers, duly authorized by their respective Commission or Board of Alderman, as of the day and year first above written, and hereby further agree that this Agreement shall be binding upon the parties hereto, their respective representatives, successors and assigns.

**GREENE COUNTY, MISSOURI**

By: \_\_\_\_\_  
Bob Dixon  
Presiding Commissioner

By: \_\_\_\_\_  
Harold Bengsch  
Commissioner 1st District

By: \_\_\_\_\_  
John C. Russell  
Commissioner 2nd District

ATTEST:

By: \_\_\_\_\_  
Shane Schoeller, Greene County Clerk

**GREENE COUNTY HIGHWAY  
ADMINISTRATOR**

By: \_\_\_\_\_  
Rick Artman

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John W. Housley, Greene County  
Counselor

**CITY OF FAIR GROVE, MISSOURI**

By: \_\_\_\_\_  
Anthony Miller, Mayor

ATTEST:

By: \_\_\_\_\_  
Dana Louderbaugh, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
John Housley, City Attorney



ex4

Bob Dixon  
Presiding Commissioner

Harold Bengsch  
1<sup>st</sup> 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**

January 23, 2020

James M. Barton III  
Managing Director  
The Albano Group, LLC  
One Club Acre Lane, 2nd Floor  
Bedford, New Hampshire 03110

RE: Application for Refund of Real Estate Taxes

Dear Mr. Barton,

The Greene County Commission is in receipt of your written request that the County Commission authorize the County Collector to issue a tax refund to Kraft Heinz Foods corporation for personal property taxes allegedly paid by mistake in 2018. It is our understanding you submitted an assessment form to the County Assessor in 2018 reporting the addition of two (2) new lines at the Springfield, Missouri production facility. A personal property tax statement was issued by the Collector based upon that 2018 assessment list. The taxes were paid in a timely manner, whereupon the Collector marked the 2018 tax bill as paid and distributed the taxes to the various taxing jurisdictions in Greene County.

The personal property taxes were not paid under protest, nor did you appeal to the Board of Equalization or the State Tax Commission. It is our understanding that in 2019 you discovered a mistake in the 2018 personal property assessment list you had submitted to the Assessor which overstated the value of the equipment on one of your new production lines. You have now requested the Collector to issue a refund for the mistaken overpayment of your 2018 personal property taxes.

Upon review of the applicable statutes and case law, *Quaker Oats Co. v. Stanton*, 96 S.W.3d 133 (MO.App.W.D. 2003) and *Missouri American Water Co. v. Collector of St. Charles*

County, Missouri, 103 S.W.3d 266 (Mo. 2003), the County Commission respectfully declines your request to order the County Collector to refund any alleged overpayment of the 2018 personal property taxes, as the County Commission does not have the statutory authority to do so. You or Kraft Heinz Foods did not pay your 2018 personal property taxes under protest. You or Kraft Heinz Foods did not file a refund action with the County Collector within ninety (90) days of paying your 2018 taxes. Due to the fact you or Kraft Heinz Foods did not timely pursue your administrative remedies with respect to the 2018 revised property taxes pursuant to Section 138.420.1 RSMo. or pay the taxes under protest pursuant to Section 193.031.1 RSMo., your claim for a refund is barred. Neither the County Collector nor the County Commission has the statutory authority to refund the personal property taxes you mistakenly paid in 2018.

**GREENE COUNTY, MISSOURI**

DATED: 1-23-2020

  
BOB DIXON, Presiding Commissioner


DATED: 1-23-2020

  
HAROLD BENGSCH, Commissioner 1<sup>st</sup> District

DATED: 1/23/2020

  
JOHN C. RUSSELL, Commissioner 2<sup>nd</sup> District

GREENE COUNTY CLERK: *A Host:*

  
SHANE SCHOELLER  
Greene County Clerk

ex 5

**GREENE COUNTY, MISSOURI**  
**Surplus Property Sale Request (Non Vehicle - Multiple items)**

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. It is requested that the item(s) listed below be sold:

Prepared by: Vanessa Brandon Phone: 417-868-4147 Date: 01/14/20

Tag #	Current Department	Item Description	Estimated Value	Source	Condition Code	Reason Code	Method Code	Acquire Date	Acquired Funds Account	Book Value
33085	Resource Mgmt	Purple/teal, cloth, arms	-		P	2, 4	D	03/23/07	101-42-444-56611	-
33889	Resource Mgmt	Black frame, mesh	-		P	2, 4	D	01/14/09	101-41-431-56611	-
no sticker	Resource Mgmt	Black frame, mesh	-		P	2, 4	D			-
no sticker	Resource Mgmt	Black frame, mesh	-		P	2, 4	D			-
19086	Resource Mgmt	Gray, cloth, no arms	-		P	2, 4	D	02/03/93	101-42-444-56611	-
no sticker	Resource Mgmt	Gray cloth, arms	-		P	2, 4	D			-
20369	Resource Mgmt	Gray, cloth, arms	-		P	2, 4	D	03/21/95	101-13-441-56611	-
19943	Resource Mgmt	Gray, cloth, arms	-		P	2, 4	D	05/06/94	101-13-441-56611	-
34978	Resource Mgmt	Ricoh MPC4501 color digital copier	-		P	2, 3, 4	D	08/16/11	101-42-444-56611	714.00

Disposal Restrictions: Yes  No  (check one, if yes explain below) Solicited other departments for need: X Yes No (check on)

Notes and explanations: CHAIRS: We will reach out to "Youth of the Ozarks" and "Habitat for Humanity" to see if chairs are in good enough condition to donate. We have already researched the possibility of recycling the chairs but due to the lack of recyclable material, they were not wanted. If they cannot be donated, they will be placed in the trash. **COPIER:** obsolete equipment; no trade-in value; machine will be use by General Services for parts then later recycled.

Presiding Commissioner Approval: [Signature] Date Auditor Notified: 1/14/20 Angie Crews  
 Commissioner, 1<sup>st</sup> District Approval: [Signature]  
 Commissioner, 2<sup>nd</sup> District Approval: [Signature] Apply to Account #

Condition Code	Reason for Disposal Code	Recommended Method of Disposal Code
P - Poor	1 - Incident / Major Repair	A - Transfer to other dept
F - Fair	2 - Beyond economic repair	B - Trade in / Buy Back
G - Good	3 - Obsolete	C - Sell
	4 - Replaced by upgrade	D - Recycle
	5 - Theft	E - Refuse
		F - Cannibalize approval
		G - Other Gov't Agency
		H - Disposed without approval

Auditor's Office Use Only  
 Marked for Deletion Subassets? Trs Receipt # Receipt Date Sold Amount