

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
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 Agenda

Tuesday, June 1, 2021
8:45 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN

<input checked="" type="checkbox"/>	PC
<input checked="" type="checkbox"/>	CC1
<input checked="" type="checkbox"/>	CC2

[Handwritten signatures and initials over the form]

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

PLEASE BE AWARE: Cox Health has adopted a universal masking policy for all their properties. Masks are to be worn entering and exiting their facilities and medical office buildings as well as when in any interior common areas such as a lobby, hallway, shared bathroom, elevator, and stairwell.

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

Teleconference Attendees: Allen Icet, Jeff Scott, Jim Arnott, Justin Hill, Cindy Stein Jeff Bassham, Mailyn Jeffries, Rick Kessinger, Adam Humphries and Phil Corcoran.

Informational Items

Budget-Jeff Scott

- Bond draw update.
- Sewer district billing update.
- Helping scoring depository services bid.
- ERA update.

Human Resources-Mailyn Jeffries

- AED machine updates.

Chris Coulter

- CARES reserve update.
- ARP update.

Items for Consideration and Action by the Commission

(EX1) Discussion and Possible Vote: Section 12 – 11: Job Benefits & Protection (FMLA), Human Resource

Commissioner John Russell moved to approve the changes to Section 12-11: Job Benefits and Protection (FMLA). Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX2) Discussion and Possible Vote: Missouri Highways & Transportation Commission Blue Prints for Safer Roadways Program Agreement, Sheriff

Commissioner Rusty MacLachlan moved to approve the Missouri Highway and Transportation Commission John Russell Blue Print Grant. Commissioner seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

(EX3) Discussion and Possible Vote: Commission Board Appointments

Commissioner John Russell moved to appoint Chuck Marinec to the Greene County Senior Citizen Service Board. Commissioner Rusty MacLachlan seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Commissioner Rusty MacLachlan moved to appoint Joyce Munden to the Greene County Senior Citizen Service Board. Commissioner John Russell seconded the motion and it passed unanimously. Yes: Dixon, MacLachlan and Russell.

Other:

With no other business the meeting was adjourned.

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
1st District Commissioner

John C. Russell
2nd District Commissioner



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Informational Items

Budget
Human Resources
Chris Coulter
Donna Barton

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Section 12 – 11: Job Benefits & Protection (FMLA), Human Resource

Discussion and Possible Vote: Missouri Highways & Transportation Commission Blue Prints for safer Roadways Program Agreement, Sheriff

Discussion and Possible Vote: Commission Board Appointments

Other:

exl

Section 12 - 11: Job Benefits and Protection

A. Insurance Benefits

Eligible employees receiving county paid health insurance benefits will continue to receive these benefits during their approved family or medical leave. It is the responsibility of the employee to continue dependent coverage, if elected, and pay the dependent premium portion to the Human Resources Department. Any supplemental insurance premiums that go 30 days in an unpaid status will result in said supplemental insurance being terminated.

If an employee chooses not to return from leave, they will be required to repay the premium payment(s) made by the county on their behalf **during an unpaid status**. ~~To have county paid benefits covered during FMLA, the employee must actively return to work for the same amount of workweeks or hours the employee used during family or temporary medical leave.~~ Employees that are medically unable to return to work due to continuation, recurrence, or onset of a serious health condition will not be required to repay premiums. A certification from a health care provider that the employee is unable to return to work due to a severe health condition will be required.

ex 2

CCO Form: HS02
Approved: 01/05 (BDG)
Revised: 03/17 (AR)
Modified:

Award name/number: BPC-SW-8L-Z
Award year: 2021

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the

City of _____, a municipal corporation in the State of Missouri (hereinafter, "City"); OR

County of Greene County Sheriff, (hereinafter referred to as "County"); OR

Department of _____, a department within the executive branch of the government of the State of Missouri (hereinafter, "Department"); OR

_____, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

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

(1) **PURPOSE:** The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the County.

(2) **ACTIVITY:** The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: _____

Radar (8 Stalker 2's)

(3) **INDEMNIFICATION** (Option 1):

(A) To the extent allowed or imposed by law, the County shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer

will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The County shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(4) **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.

(5) **COMMISSION REPRESENTATIVE:** This Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(6) **NONDISCRIMINATION CLAUSE:** The County shall also comply with all state and federal statutes applicable to the County relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).

(7) **ASSIGNMENT:** The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(8) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(9) **CANCELLATION:** The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.

(10) **ACCESS TO RECORDS:** The County and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc.

These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.

(11) REIMBURSEMENT: With regard to work under this Agreement, the County agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by County. The County shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries). Any costs incurred by County prior to authorization and notification to proceed from the Commission are not reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than Fourteen Thousand Fifty Eight dollars (\$ 14,058.00) for this Blueprint safety project.

(12) USE OF FUNDS: Any employee of County whose salary or wages are paid in whole or in part with federal funds is prohibited from participating in certain partisan political activities, including, but not limited to, being a candidate for elective office pursuant to Title 5 United States Code (hereinafter, "U.S.C."), Sections 1501-1508. If an employee of County participates in activities prohibited by the Hatch Act, County shall no longer pay that employee's salary or wages with federal funds unless the requirements of 5 U.S.C. Sections 1501-1508 are not applicable to that employee pursuant to 5 U.S.C. Section 1502(c).

(13) INSPECTION OF IMPROVEMENTS AND RECORDS: The County shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The County shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(14) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(15) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The County shall refund any overpayments as determined by the final audit.

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that

they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the County this 27 day of May, 2021.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Greene County Sheriff
NAME OF AGENCY OR VENDOR

By [Signature]

Title: District Engineer

Title Sheriff

ATTEST:

By [Signature]

By _____

Title Presiding Commissioner

Title

By [Signature]

Title Commissioner district I

By [Signature]

Title Commissioner district II

Approved as to Form:

Title _____

Ordinance No _____

*Note: If agency is a County with a county commission form of government, 3 signatures are required.

ex3



County of **GREENE** State of Missouri

**ORDER of the
GREENE COUNTY COMMISSION**
Springfield, Missouri

DATE ISSUED: June 1, 2021

SUBJECT: Appointment to the Greene County Senior Citizen Service Board.

The members of the Greene County Commission hereby reappoint Joyce Munden to the Greene County Senior Citizen Service Board, this reappointment will be effective 6/1/2021 to 6/1/2025.

THE GREENE COUNTY COMMISSION

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
Commissioner District 1

John C. Russell
Commissioner District 2

NO. 20-BCD

EX3



County of **GREENE** State of Missouri

**ORDER of the
GREENE COUNTY COMMISSION**
Springfield, Missouri

DATE ISSUED: June 1, 2021

SUBJECT: Appointment to the Greene County Senior Citizen Service Board.

The members of the Greene County Commission hereby reappoint Chuck Marinec to the Greene County Senior Citizen Service Board, this reappointment will be effective 6/1/2021 to 6/1/2025.

THE GREENE COUNTY COMMISSION

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
Commissioner District 1

John C. Russell
Commissioner District 2

NO. 20-BCD