

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 Minutes

Tuesday, July 2, 2024
9:15 AM
Commission Conference Room
1443 N. Robberson, 10th Floor

PLEASE CHECK & RETURN



Meeting Information

Meeting link: <https://gcmo.webex.com/join/maapplegate> Access code: 2499 501 7983

More ways to join

Join by phone: +1-415-655-0001 Access code: 2499 501 7983

Attendees: Bob Dixon, Rusty MacLachlan, Chris Coulter, Megan Applegate, Christian Carroll, Aubrey Lee, Adam Humphrey, Franz Williams

Virtual Attendees: Jeff Scott, Jim Arnott, Cindy Stein, Jeff Bassham and Allen Criger and Justin Hill.

Informational Items

Budget-Jeff Scott

- Working on Budget stuff.

Chris Coulter

- SB190 meeting today for update.
- Reminder of Roetta Bos retirement.

Items for Consideration and Action by the Commission

Discussion and Possible Vote: Lawless Pass (Phase 2- Settlement Agreement), Hwy

Commissioner MacLachlan moved to approve the Lawless Pass Phase 2-settlement agreement as presented and to leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Yes: Russell on 07-15-24 @ 9:00am.

Discussion and Possible Vote: Asphalt Overlay (IGA with City of Ash Grove), Hwy

Commissioner MacLachlan moved to approve the IGA with the City of Ash Grove for asphalt overlay as presented and to leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Yes: Russell on 07-15-24 @ 9:00am

Discussion and Possible Vote: Emergency Procurement: Elevator Judicial Building, Resource Management

Commissioner MacLachlan moved to approve the emergency procurement for the elevator in the judicial building as presented and to leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Yes: Russell on 07-15-24 @ 9:00am

Cox Medical Tower • 1443 North Robberson Avenue, 10th Floor • Springfield, Missouri 65802
Mailing Address 940 Boonville Avenue • Springfield, Missouri 65802
www.greenecountymo.gov

Discussion and Possible Vote: Engagement Letter for Counsel, Assessor

Commissioner MacLachlan moved to approve the engagement letter for counsel as presented and to leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Yes: Russell on 07-15-24 @ 9:00am

Discussion and Possible Vote: Commission Board Appointments

Commissioner MacLachlan moved to reappoint Denny Pilant to the Greene County Senior Citizens' Services Board and to leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Yes: Russell on 07-15-24 @ 9:00am

Commissioner MacLachlan moved to appoint Roy Holand to the Springfield-Greene County Environmental. and to leave the vote open. Commissioner Dixon seconded the motion and it passed. Yes: Dixon and MacLachlan. Yes: Russell on 07-15-24 @ 9:00am.

Other:

With no other business the meeting was adjourned.

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COUNTY COMMISSION
Greene County, Missouri
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Greene County Commission
Commission Briefing Agenda

Tuesday, July 2, 2024

9:15 AM

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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: Lawless Pass (Phase 2- Settlement Agreement), Hwy

Discussion and Possible Vote: Asphalt Overlay (IGA with City of Ash Grove), Hwy

Discussion and Possible Vote: Emergency Procurement: Elevator Judicial Building, Resource Management

Discussion and Possible Vote: Engagement Letter for Counsel, Assessor

Discussion and Possible Vote: Commission Board Appointments

Other:

SHANDS, ELBERT, GIANOULAKIS & GILJUM, LLP

**ATTORNEYS AT LAW
8235 FORSYTH BLVD., SUITE 700
ST. LOUIS, MISSOURI 63105**

Jeremy D. Shook
jshook@shandselbert.com

(314) 241-3963
www.shandselbert.com

June 24, 2024

VIA E-MAIL ONLY

Mr. Brent Johnson
Assessor of Greene County, Missouri
BJohnson@greencountymo.gov

Mr. Danny Gray
Assessor of Christian County, Missouri
assessor@christiancountymo.gov

Ms. Julie Ray-Gilstrap
Assessor of Laclede County, Missouri
assessor@lacledecountymissouri.org

RE: Cox Medical Center et al. v. Assessors of Greene, Laclede, and Christian Counties
(Property Tax Appeals Covering Tax Years 2023-24)

Dear Assessors:

I am pleased that you have asked Shands, Elbert, Gianoulakis & Giljum LPP to represent you in the above-referenced property tax appeals. This agreement will confirm our understanding with your offices regarding the engagement of the firm and will describe the basis upon which we will provide legal services for you.

Scope of Representation

We are being engaged to serve as counsel for the Assessors of the Missouri counties of Greene, Laclede, and Christian in connection with the above-referenced property tax appeals. The scope of our representation will be to defend your interests in the property tax appeals before the Missouri State Tax Commission, the circuit and appellate courts of Missouri, and the

Supreme Court of Missouri. The terms and conditions in this agreement shall apply to any additional legal services we provide that are outside the scope of this initial engagement.

Personnel

I shall have primary responsibility for this matter within our firm with assistance from Robert Murray and others as needed from time to time.

Fees and Expenses

Our fees and expenses on this matter will be billed monthly and will be based on the amount of time we spend on this matter. Both Mr. Murray's and my hourly rate is \$285 per hour. Other attorneys and paralegals who assist in this matter will be billed at their current rate. Expenses we incur pursuant to this engagement (e.g. postage and travel) may be advanced by us and charged to the account, or, at our option, you may be required to pay such expenses directly to a third-party vendor. If an expense is separately invoiced to us by a third-party vendor, we will bill you for our actual out of pocket costs. Other expenses will be billed to you at the firm's customary rates.

Communication

We customarily communicate with our clients in a number of ways, including by telephone, mail, courier, fax, text, and e-mail. Although these methods are reasonably secure for most purposes, with any method there is some risk that communication will be intercepted. If you are unfamiliar or uncomfortable with any of these methods, please contact us immediately so we can discuss the issue. In particular, the Missouri Bar Chief Disciplinary Counsel recommends all Missouri Lawyers notify recipients of e-mail that (1) e-mail communication is not a secure method of communication; (2) any e-mail that is sent to you or by you may be copied and held by various computers it passes through as it goes from me to you or vice versa; and (3) persons not participating in our communication may intercept our communications by improperly accessing your computers or my computer or even some computer unconnected to either of us which the e-mail passed through. By signing this agreement, you agree to our communication with you by all the means mentioned in this agreement, including e-mail.

Conflicts

Whenever a lawyer represents multiple clients, there is a risk that conflicts of interest may arise during the course of the representations. At this time, we are unaware of any conflict that would prevent us from simultaneously representing the Assessors listed above. If a conflict does arise, we will consult with you promptly to see if the conflict can be resolved by consent. If the conflict cannot be resolved, we may be required to withdraw from our representation.

Termination and Withdrawal

You have the right to terminate our representation at any time by notifying us of your intention to do so in writing. We may terminate our representation (to the extent permitted by the ethical and court rules) at any time if you breach any of the material terms agreed to in this letter or fail to cooperate or follow our advice on a material matter, if a conflict or interest develops or is discovered, or if there exists at any time any fact or circumstance that would, in our opinion, render our continuing representation unlawful, unethical, or otherwise inappropriate. If we elect to terminate our representation, you will take all steps reasonably necessary and will cooperate as reasonably required to free us of any further obligation to perform legal services, including the execution of any documents necessary to complete our withdrawal from representation. In such case, you agree to pay for all legal services performed and expenses incurred before the termination of our representation in accordance with the provision of this letter.

If not otherwise terminated as set forth above, our representation of you will terminate automatically upon our final invoice in this matter. However, we would be pleased to consider any future engagements.

Upon the termination of our representation, fees and expenses incurred up to that point, plus reasonable fees and expenses relating to the transition or conclusion of the representation, will be due to us. Upon payment of these fees and expenses, we will return to you, or to whomever you direct, any final documents we produced for your representation. We reserve the right, but are not obligated, to retain copies of files concerning your representation.

Document Retention

At the conclusion of this matter, we will retain your legal files for a period of six years after we close our file. At the expiration of the six-year period, if you have not in the meantime requested that we deliver the legal files to you, we may destroy the files.

Authorization

By this agreement, the Assessors authorize us to take any and all action we deem advisable on their behalf in these matters. Whenever possible, we will consult with you before taking significant action in these matters. In particular, we are required by law to obtain your consent before agreeing to settle these matters.

Counterparts & Electronic Signatures

This agreement may be executed in multiple counterparts, all of which together shall be deemed to be one and the same original. This agreement may be executed by electronic means, including by electronic signature or by a photocopy of an original signature, transmitted via fax or e-mail.

Again, we appreciate the chance to work with you on this matter. If you agree with the terms set out above, please sign a copy of this agreement and return it to me via email at jshook@shandselbert.com. If you have any questions, please do not hesitate to call me at (314) 241-3963.

Very truly yours,

Jeremy D. Shook

JDS:mlr

I have read and consent to the above terms:

GREENE COUNTY, MO *see next page*

Date: _____, 2024

By: _____

Brent Johnson, Assessor

Approved by the Greene County Commission on _____, 2024.

GREENE COUNTY, MO

Greene County, Missouri

Bob Dixon, Presiding Commissioner

Rusty MacLachlan, Commissioner District 1

John Russell, Commissioner District 2



Brent Johnson, Greene County Assessor

ATTEST: I, Shane Schoeller, am the duly appointed and acting County Clerk of Greene County, Missouri, and in that capacity, do hereby attest on this ____ day of _____, 2024, that the above agreement was executed by Commissioner Bob Dixon, Rusty MacLachlan and John Russell, pursuant to a duly passed motion of the Greene County Commission approving the agreement.

Shane Schoeller, Greene County Clerk

ATTEST: I, Cindy Stein, am the duly appointed and acting Auditor for Greene County, Missouri, and in that capacity, do hereby certify on this 27th day of June, 2024, that there is an unencumbered balance to the credit appropriation which is to be charged for the County's share of the costs described in this agreement and an unencumbered cash balance in the County treasury to the credit of the fund from which the County's financial obligation described in this agreement shall be paid sufficient to meet the County's obligations under this agreement.



Cindy Stein, Greene County Auditor

I have read and consent to the above terms:

LACLEDE COUNTY, MO

Date: _____, 2024

By: _____

Julie Rayl-Gilstrap, Assessor

Approved by the Laclede County Commission on _____, 2024.

LACLEDE COUNTY, MO

I have read and consent to the above terms:

CHRISTIAN COUNTY, MO

Date: _____, 2024

By: _____

Danny Gray, Assessor

Approved by the Christian County Commission on _____, 2024.

CHRISTIAN COUNTY, MO



County of **GREENE** State of Missouri

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

DATE ISSUED: July 2, 2024


SUBJECT: Appointment to the Springfield-Greene County Environment Advisory Board

The members of the Greene County Commission hereby appoint Roy Holand to Springfield-Greene County Environment Advisory Board, this appointment will be effective 7/02/2024 to 7/02/2027.

THE GREENE COUNTY COMMISSION


Bob Dixon
Presiding Commissioner


Rusty MacLachlan
Commissioner District 1


John C. Russell
Commissioner District 2

NO. 20-BCD

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
Commissioner 1st District

John Russell
Commissioner 2nd District



County of **GREENE** State of Missouri

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

DATE ISSUED: July 2, 2024

SUBJECT: Appointment to the Greene County Senior Citizens' Services Board

The members of the Greene County Commission hereby reappoint Denny Pilant to the Greene County Senior Citizens' Services Board, this appointment will be effective 7/13/2024 to 7/13/2028.

THE GREENE COUNTY COMMISSION

Bob Dixon
Presiding Commissioner

Rusty MacLachlan
Commissioner District 1

John C. Russell
Commissioner District 2

NO. 20-BCD