



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

January Term

<http://ChristianCountyMO.iqm2.com>

~ Minutes ~

Monday, February 22, 2016

8:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Kay Brown	County Clerk	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell, Nick Calvert from Computer Geeks and P.C. Solutions Owner Rick Robison.

Presiding Commissioner Ray Weter entertained a motion to approve the agenda for February 22, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:55 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell, Nick Calvert from Computer Geeks and P.C. Solutions Owner Rick Robison.

There were no minutes to approve. The County Auditor asked to have the financials postponed until later today.

Presiding Commissioner Ray Weter entertained a motion to table the financials.

RESULT:	TABLED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:00 AM Brad Cole-Christian County Sheriff

Bid Opening - Bid Opening-Sheriff's Department Computers

The meeting was attended by Commission Secretary Cheryl Mitchell, Nick Calvert from Computer Geeks, Judy Dollarhite and P.C. Solutions Owner Rick Robison.

The County Commission met with Sheriff Cole and Assistant Julia Maples to open computer bids for the Sheriff's Department from the following companies:

1. Computer Geeks
2. P.C. Solutions
3. P.C. Net

Sheriff Cole said all the bids submitted met the specifications. Sheriff Cole said Computer Geeks was cheaper than P.C. Net and P.C. Solutions.

Presiding Commissioner Ray Weter asked if there was a price difference between the 2013 and the 2016 Microsoft Office software.

Sheriff Cole noticed the bid from Computer Geeks did not include set-up but would be handled by P.C. Net the county's IT service provider. Sheriff Cole made a recommendation to the Commission to award the bid to Computer Geeks.

Presiding Commissioner Ray Weter entertained a motion to award the bid to Computer Geeks.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:15 AM Brad Cole-Christian County Sheriff

Contract - Contract Signing-Keefe Commissary

The meeting was attended by Commission Secretary Judy Dollarhite and Louie Bench.

The County Commission reviewed the contract between Christian County and Keefe Commissary Network, L.L.C. that was previously approved by the County Auditor and the County Counselor.

Presiding Commissioner Ray Weter entertained a motion to approve and sign the agreement between Keefe Commissary Network, L.L.C. on behalf of the Sheriff's Department.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:30 AM Christian County Commission

Discussion - Resolution/Code of Ethics

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Louie Bench and Amber Duran, reporter for the Christian County Headliner News.

The County Commission reviewed the resolution regarding a code of ethics as a partner in the Community Development Block Grant for Chadwick School. The resolution refers to a conflict of interest statement which is similar to the Personal Financial Disclosure that is filed annually by all the office holders in compliance with 105.054 RSMO.

Presiding Commissioner Ray Weter entertained a motion to approve and execute the Code of Ethics Resolution.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 2:05 PM Christian County Commission

Discussion - 2806 : Tabled Financials IGA With Ozark City

The meeting was attended by Commission Secretary Cheryl Mitchell, Sheriff Brad Cole, Sheriff's Assistant Julia Maples and County Auditor Lacey Hart.

The County Commission are back in session to discuss the financials that were tabled this morning and will readdress the financials.

The County Commission discussed the intergovernmental agreement that was previously approved between the County and the City of Ozark. The agreement states the STP funds would pass through from the City of Ozark to the County to provide lighting at the Highway 65 and CC interchange. The cost for the lighting is \$ 28,476.00.

Presiding Commissioner Ray Weter entertained a motion to execute the agreement and approve payment for \$ 28,476.00 to be paid from the STP funds per the intergovernmental agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - Christian County Commission

Discussion - 2806 : Tabled Financials Regarding Sheriff's Bills

The meeting was attended by Commission Secretary Cheryl Mitchell, Sheriff Brad Cole, Sheriff's Assistant Julia Maples and County Auditor Lacey Hart.

The County Commission had a discussion with County Auditor Lacey Hart, Sheriff Cole and Julia Maples regarding the Sheriff's bills that have been held since January 2016, and have not been paid.

Sheriff Cole and Julia Maples said they were unaware the bills have not been paid particularly the inmate food since January.

Julia Maples said they have not received any documentation of any revenues designated for the Sheriff's Office.

Presiding Commissioner Ray Weter said these bills have to be paid.

County Auditor Lacey Hart said she wants to keep the Sheriff in the black and payroll must be met.

Julia Maples said they don't want to have their phones cut off.

Auditor Lacey Hart agreed the phone bill is a priority to be paid.

Julia Maples said they have had several vehicle accidents and we are paying to fix our vehicles from the L.E.S.T. fund and the insurance reimbursement has not been applied to the L.E.S.T. fund.

Sheriff Cole said we have bills that come in the beginning of the year which is nothing new. Sheriff Cole said the department runs on the sales tax that is received and they started at a better position this year than last year.

Commissioner Childers asked where do you think the problem is?

Auditor Lacey Hart said the question is there are obligations to be met and if we don't have any additional revenue how are they going to be paid; by a loan or a transfer.

Sheriff Cole said he had no knowledge all these invoices were being withheld.

Julia Maples said they have 135 people in the jail and we have to pay our bills.

Presiding Commissioner Ray Weter said we have to do better at keeping the Sheriff in the loop.

Commissioner Childers said at the first day of the month the Commissioners are requesting a financial report be given of the Sheriff's Department.

Commissioner Barnett asked can't we authorize \$ 30,000.00 to be transferred to the Sheriff to pay the bills.

Presiding Commissioner Ray Weter said they are committed to paying the bills.

Sheriff Cole said he is staying within his budget.

Julia Maples said it is important that we send our bills over and trust they are paid.

The Commission agreed that the bills should be paid.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 2:30 PM Christian County Commission

Discussion - 2807 : Closed Session 610.02 Subsection 2-Real Estate

The meeting was attended by Commission Secretary Cheryl Mitchell, Brad Erwin, and Jared Younglove from Paragon Architecture.

Presiding Commissioner Ray Weter entertained a motion to go into closed session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 3:30 PM Christian County Commission

Discussion - 2808: Move Into Open Session 610.02 Subsection 2-Real Estate

Presiding Commissioner Ray Weter entertained a motion to reconvene into open session.

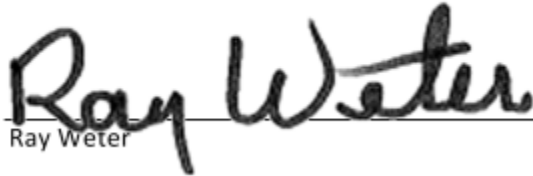
There were no decisions made in closed session.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

III. Adjournment

The meeting was closed at 3:40 PM

The Commission scheduled meetings for February 22, 2016 are completed. The County Commission will reconvene Thursday, February 25, 2016.



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Eastern Commissioner, Sue Ann Childers



ES16-1018

Exhibit B

417-889-4335
www.msp-360.com

2.3.a

ESTIMATE

Good for 15 Days from:
2/10/2016

Christian County Sherrif's Department
110 W. Elm #70
Ozark, MO 65721
United States

PROJECT:

Description	Qty	Rate	Total
Dell Optiplex	1	518.00	518.00
- Intel Core i5 4th Gen 3300			
- 500GB Hard Drive			
- 8GB RAM			
- Intel HD 4600 or better			
- Windows 7/8/10 Pro			
- 64 bit			
- 6 x USB Ports			
- 3 year Next Business Day Warranty			
Microsoft Office Home and Business 2016	1	198.00	198.00
Dell 23 inch Monitor	1	159.00	159.00
- 22.5" viewable			

Sign Here to Accept

Total \$875.00

ES16-1018

Packet Pg. 7

Attachment: 2-22-16 Sheriff Comp Bids (2803 : Bid Opening-Sheriff's Department Computers)



Quote





Computer Bid Response

Prepared by:
PCnet & 85under
 Shawn Oliver
 (417) 831-1700
 shawn@85under.com

Prepared for:
Christian County Sheriff
 110 W. Elm
 OZARK, MO 65721
 Julia Maples
 jmaples@christiancountysheriff.net
 (417)-5812332

Quote Information:
Quote #: 002494
 Version: 1
 Delivery Date: 02/19/2016
 Expiration Date: 12/30/2016
 Primary Rep: Duston Farrell

Products

Item	Description	Price	Qty	Ext. Price
Pricing if purchased in single quantities:				
	Lenovo ThinkCentre E73 Workstation - Intel Core i5 i5-4460S 2.90 GHz - Tower - 4 GB DDR3 SDRAM RAM - 500 GB HDD - DVD-Writer - Intel HD Graphics 4600 - Windows 7/8/10 Professional 64-bit Keys - 6 x USB Ports - 1 Year Manufacturer Warranty	\$599.00	1	\$599.00
	Lenovo Service/Support Upgrade - 1 Year Depot to 3 Year Onsite 8 x 5 x Next Business Day - Parts & Labor	\$69.00	1	\$69.00
	Lenovo 4GB DDR3 Memory Upgrade (For a total of 8GB System Memory) - Recommended	\$79.00	1	\$79.00
	Microsoft Office 2016 Home and Business 32/64-bit - 1 Machine - Office Suite	\$229.00	1	\$229.00
	PC Workstation Prep: Operating system optimization, patches and software updates, bloatware removal, network preconfiguration, and installation of remote monitoring/troubleshooting tools (*Optional)	\$75.00	1*	\$75.00
Pricing if purchased in quantities of 5 to 11 as one transaction:				
	Lenovo ThinkCentre E73 Workstation - Intel Core i5 i5-4460S 2.90 GHz - Tower - 4 GB DDR3 SDRAM RAM - 500 GB HDD - DVD-Writer - Intel HD Graphics 4600 - Windows 7/8/10 Professional 64-bit Keys - 6 x USB Ports - 1 Year Manufacturer Warranty	\$539.00	5	\$2,695.00

Attachment: 2-22-16 Sheriff Comp Bids (2803 : Bid Opening-Sheriff's Department Computers)

rely



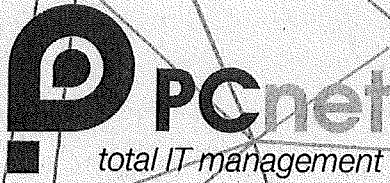
#975 - single

relax








grow





Quote

Products

Item	Description	Price	Qty	Ext. Price
	Lenovo Service/Support Upgrade - 1 Year Depot to 3 Year Onsite 8 x 5 x Next Business Day - Parts & Labor	\$67.00	5	\$335.00
	Lenovo 4GB DDR3 Memory Upgrade (For a total of 8GB System Memory) - Recommended	\$71.00	5	\$355.00
	Microsoft Office 2016 Home and Business 32/64-bit - 1 Machine - Office Suite	\$219.00	5	\$1,095.00
	PC Workstation Prep: Operating system optimization, patches and software updates, bloatware removal, network preconfiguration, and installation of remote monitoring/troubleshooting tools (*Optional)	\$75.00	5*	\$375.00
Pricing if purchased in quantities of 12 or more as one transaction:				
	Lenovo ThinkCentre E73 Workstation - Intel Core i5 i5-4460S 2.90 GHz - Tower - 4 GB DDR3 SDRAM RAM - 500 GB HDD - DVD-Writer - Intel HD Graphics 4600 - Windows 7/8/10 Professional 64-bit Keys - 6 x USB Ports - 1 Year Manufacturer Warranty	\$489.00	12	\$5,868.00
	Lenovo Service/Support Upgrade - 1 Year Depot to 3 Year Onsite 8 x 5 x Next Business Day - Parts & Labor	\$63.00	12	\$756.00
	Lenovo 4GB DDR3 Memory Upgrade (For a total of 8GB System Memory) - Recommended	\$61.00	12	\$732.00
	Microsoft Office 2016 Home and Business 32/64-bit - 1 Machine - Office Suite	\$219.00	12	\$2,628.00
	PC Workstation Prep: Operating system optimization, patches and software updates, bloatware removal, network preconfiguration, and installation of remote monitoring/troubleshooting tools (*Optional)	\$75.00	12*	\$900.00

*Optional Amount: \$1,350.00

Subtotal: \$15,440.00

Attachment: 2-22-16 Sheriff Comp Bids (2803 : Bid Opening-Sheriff's Department Computers)

rely



relax



grow





PC Solutions
 410 E South St
 Ozark, MO 65
 Phone: 417-581-4
 FAX: 417-581-4
 Page: 1

Quote 16454

Bill To	Date
Sheriff Brad Cole Christian County Sheriff's Department 110 West Elm Room 70 Ozark MO 65721	02/22/2016

Description	Quantity	Price	Subtotal	Discount	Total
Dell OptiPlex 3040 Workstation Corei5-6500 3.2 GHz, 8GB, 500 GB, DVDRW, 3YR On Site NBD Warranty Corei5 i5-6500 3.2 GHz Tower-4GB DDR3 (8 GB total ram in system) SDRAM RAM - DDR3L 500GB HDD DVD Writer Intel HD Graphics 530 Windows 7/8/10 Professional 64-bit Keys 11xUSB Ports - (6 USB 3.0 & 5 USB 2.0) 3 year Next Business Day on site Manufacturer Warranty 4GB DDR3 Memory upgrade (8GB total system memory)	12	647.75	7,773.00		7,773.00
4GB DDR3 Ram module - (included in system)	12	0	0		0
Microsoft Office 2013 Home & Business Includes: Word, Excel, Outlook, Power Point, & OneNote	12	209.00	2,508.00		2,508.00
Dell E2316H 23" LED LCD Monitor 16:9 - 5 ms - 1920 x 1080 - 16.7 Million Colors - 250 Nit - 1,000:1 - Full HD - VGA - DisplayPort - 20 W - Black - CECP, TCO Certified Displays, ENERGY STAR, EPEAT Gold VGA BLK 5MS	12	169.75	2,037.00		2,037.00

Attachment: 2-22-16 Sheriff Comp Bids (2803 : Bid Opening-Sheriff's Department Computers)

1025-50

Specifications for Desktop Computers

- Workstation-Intel Core i5 i5-4460D 2.90 GHz
- Tower-4GB DDR3
- SDRAM RAM
- 500GB HDD
- DVD Writer
- Intel HD Graphics 4600
- Windows 7/8/10 Professional
- 64-bit Keys
- 6xUSB Ports
- 1 year Manufacturer Warranty
- 1 year depot to 3 year onsite 8 x 5 x next business day parts & labor
- 4GB DDR3 Memory upgrade (for a total of 8GB system memory)
- Microsoft Office 2016 Home and Business 32/64 bit-office suite
- 23 inch Monitor

\$647.75 system
 \$209.00 MS Office
 \$169.75 Monitor

The Sheriff's office will purchase up to 12 computers this year, depending on available funds. If you have any questions, please contact.....

Julia Maples
JMaples@christiancountysheriff.net
 Executive Assistant
 Sheriff Brad Cole
 110 W. Elm Street Room 70
 Ozark, MO 65721
 Direct: 417-582-5333



Attachment: 2-22-16 Sheriff Comp Bids (2803 : Bid Opening-Sheriff's Department Computers)

KEEFE COMMISSARY NETWORK AGREEMENT

This Agreement made and entered into as of this 22 day of February, 2016, by and between KEEFE COMMISSARY NETWORK, L.L.C. an affiliate of THE KEEFE GROUP, ("KEEFE") and The Christian County Commission, acting on behalf of the Christian County Sheriff's Office, a Correctional INSTITUTION in the State of Missouri ("INSTITUTION").

Whereas, KEEFE is in the business of supplying food and other related products to inmate commissary departments of correctional facilities throughout the United States, including INSTITUTION; and,

Whereas, the parties wish to enter into a Commissary Agreement to facilitate the ordering of commissary supplies by inmates and the payment thereof, now, therefore, in consideration of the mutual promises and conditions herein contained, it is agreed between the parties:

1. OPERATION OF COMMISSARY BY INSTITUTION

INSTITUTION agrees that during the term of this Agreement, it will, at its expense, provide personnel to operate the computer equipment, account for inmate welfare funds, and deliver the completed orders to the individual inmates.

2. OPERATION OF COMMISSARY BY KEEFE

KEEFE agrees that on an as needed basis, it will download all inmate orders for commissary items. KEEFE will bag, box, and ship such commissary items to the INSTITUTION for distribution to the inmates and will bill the INSTITUTION monthly or more frequently for all

such purchases. In addition, KEEFE will keep the computer equipment updated with complete information as to commissary items available, pricing, and other terms and conditions of sale.

3. HARDWARE

During the term of this agreement, KEEFE shall supply INSTITUTION with such computer equipment and software as listed in Exhibit A. INSTITUTION agrees to buy the hardware listed in Exhibit A for the sum of \$34,056. KCN agrees to delay payment of purchase price so long as INSTITUTION is utilizing the equipment as part of the Keefe Commissary Network program set forth in this agreement. KEEFE hereby grants to INSTITUTION a royalty free license to use the KEEFE Commissary Network software. INSTITUTION acknowledges the proprietary nature of the software and/or written software documentation and hereby agrees NOT to disclose, reproduce, transfer or use the software and/or documentation for any purpose other than those specifically allowed by the terms of this agreement without specific written permission of an Officer of KEEFE.

4. PAYMENT

KEEFE will invoice INSTITUTION for all commissary items purchased. INSTITUTION will pay such invoices in accordance with KEEFE'S standard credit terms (NET 30 DAYS) from the Inmate Trust Account.

5. **SERVICE FEE**

INSTITUTION will be paid a service fee for the services to be provided by it hereunder equal to **36.5%** of adjusted gross sales. Adjusted gross sales are gross sales less the sales of noncommissioned items as determined by KEEFE and INSTITUTION listed on Exhibit B to this Agreement. In the event that the inmate's funds available to purchase commissary products are inhibited in any way by change in policy from INSTITUTION, the service fee paid to INSTITUTION shall be reduced accordingly by KEEFE after negotiation with INSTITUTION.

6. **MENU**

Product selection and pricing will be agreed upon by INSTITUTION and KEEFE. Menu selection shall be reviewed as needed, and no less than annually. All changes must be approved by INSTITUTION. Any price adjustments will be made at least yearly on the contract anniversary date with prior approval of INSTITUTION.

7. **DEPOSIT SERVICES**

This agreement shall include KEEFE'S Access Corrections® Deposit Services. KEEFE will facilitate family deposits to inmate trust accounts via website, toll free phone number and deposit kiosk placed in a mutually agreeable site within the facility. Facility will provide power and network connectivity for the kiosk. KEEFE will guarantee all deposits and ACH moneys to designated INSTITUTION bank account nightly. No fees for this service will be borne by INSTITUTION.

8. TERM & TERMINATION

This Agreement shall continue in effect for a period of one year (the base term) from the date hereof. The Agreement will automatically renew for two (2) successive one year terms thereafter, unless either party to this Agreement shall give notice in writing to the other party on or prior to 90 days prior to the expiration of any term or extended term that the party so giving notice does not wish to extend this Agreement.

9. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri.

10. ENTIRE AGREEMENT-WAIVER

This Agreement constitutes the entire Agreement between the parties with respect to the provision of delivery services, and there are no other or further written or oral understandings or agreements with respect thereto. No variation or modification of the Agreement and no waiver of its provision shall be valid unless in writing and signed by the duly authorized officers of KEEFE and INSTITUTION. This Agreement supersedes all other agreements between the parties for the provision of Commissary Delivery Services.

11. INDEMNIFICATION

The parties shall indemnify each other against any loss, damage, injury, or death caused by the negligent acts or omissions by their agents or employees for losses, damages, injuries or death caused by their negligence and arising out of the consumption or use of the products sold or services provided; however, nothing contained herein shall require the parties to defend or

indemnify each other for losses, damages, injuries or death arising out of the negligence of their respective agents or employees.

IN WITNESS WHEREOF, the parties have executed this Commissary Agreement as of the year and date first above written.

KEEFE COMMISSARY NETWORK (KEEFE)

John Puricelli
Executive Vice President, General Manager

Date

Christian County Commission (INSTITUTION)

BY _____

TITLE _____

DATE _____

Attachment: 2-22-16 Keefe Commissary Agreement (2804 : Contract Signing-Keefe Commissary)

Exhibit "A"

Hardware Featured

- (1)Dell OP 7020, Intel i7-4790 3.6GHz, 16GB RAM, 1 TBHD, NIC, Windows 7 64-bit
- (1)Dell PE T110 II, Intel Xeon E3-1220 3.1GHz, 16GB RAM, 4x500GBHD dual-port NIC
- (2)Ethernet Cable - 15 ft.
- (2)Dell Laser Printer B2360dn 3-year warranty
- (2)USB Printer Cable 2.0 Type A to Type B Cable - 6.6 ft
- (1)InduComp - Booking Kiosk
- (1)Lobby Kiosk - Inducomp
- (1)Secure Release - card swipe

The DELL computer hardware is provided, maintained, and warranted at no additional cost for the life of the commissary agreement.

Commissary Agreement

Exhibit B

Noncommissioned Items

Stamped envelopes

Postage stamps

Indigent Kits

Admission Kits

On-site, special commissary item sales sold by INSTITUTION

How Commissions Are Determined

The commissions will be based on the weekly, adjusted gross commissary sales. Adjusted gross sales are gross sales less postage sales or other noncommissioned sales.

$$\begin{array}{r} \text{Monthly Sales} \\ \text{Less Postage/Non Commissionable} \\ \hline = \text{Adjusted Gross Sales} \end{array}$$

x 36.5% Commission Offered

*Postage sales and stamped envelopes are noncommissioned.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and affixed their seals this 22nd day of February, 2016 at Christian County, Missouri.

DATED: 2/22/16 Ray Weter
Ray Weter, Presiding Commissioner

DATED: 2-22-16 Bill Barnett
Bill Barnett, Western Commissioner

DATED: 2-22-16 Sue Ann Childers
Sue Ann Childers, Eastern Commissioner

COUNTY CLERK:

Kay Brown
Kay Brown

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.

Lacey Hart
Lacey Hart
Christian County Auditor

APPROVED AS TO FORM:

John W. Housley
John W. Housley, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

Attachment: 2-22-16 Keefe Commissary Agreement (2804 : Contract Signing-Keefe Commissary)

Code of Ethics

Christian County, Missouri

A RESOLUTION OF CHRISTIAN 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 CHRISTIAN COUNTY, MISSOURI, AS FOLLOWS:

Section 1. Declaration of Policy. 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 governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for 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 a political subdivision must comply with Section 105.454 of the Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- (b) Any member of the governing body of a political subdivision 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 secretary or clerk of such body 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% more of any business entity; or (2) and 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.

Section 3. Disclosure Reports. Each elected official, the chief administrative body consisting of the County Commission, the chief purchasing officer, and any full-time general counsel shall disclosure the following information by May 1st 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 Five Hundred Dollars, 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 Five Hundred Dollars, if any, that any business entity in which 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 also shall disclose by May 1st for the previous calendar year the following information:
 - (1) The name and address of each of the employers of such person from whom income of One Thousand Dollars or more was received during the year covered by the statement.
 - (2) The name and address of each sole proprietorship that he owned; the name, address and the general partnership and joint venture in which he 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.

Section 4. Filing of Reports

- (a) The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

(1) Every person required to file a financial interest statement shall file the statement annually not later than May 1st and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any (official/board member/ect.) may supplement their financial interest statement to report additional interests acquired after December 31st of the covered year until the date of filing of the financial interest statement.

(2) Each 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 31st.

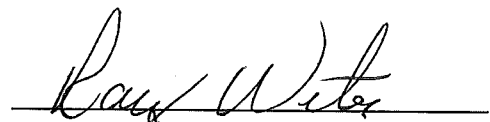
(b) Financial disclosure reports giving the financial information required in Section 3. Shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

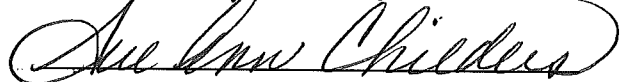
Section 5. Filing of Ordinances. A certified copy of this resolution, adopted prior to February 25th, 2016, shall be sent within 10 days of its adoption to the Missouri Ethics Commission.

Section 6. Effective Date. 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 Code of Ethics Resolutions are hereby repealed.

CHRISTIAN COUNTY COMMISSION


Ray Weter-Presiding Commissioner


Sue Ann Childers-Eastern Commissioner


Bill Barnett-Western Commissioner

Dated: 2/22/16

Attachment: Resolution-Code of Ethics (2805 : Resolution/Code of Ethics)