

**BEFORE THE
MISSOURI ETHICS COMMISSION**

MISSOURI ETHICS COMMISSION,)
)
 Petitioner,)
)
v.)
)
REBECCA WOOD,)
)
 Respondent.)

Case No. 18-0102-I

**JOINT STIPULATION OF FACTS,
WAIVER OF HEARING BEFORE THE MISSOURI ETHICS COMMISSION,
AND CONSENT ORDER WITH JOINT PROPOSED FINDINGS OF FACT
AND CONCLUSIONS OF LAW**

The undersigned parties jointly stipulate to the facts and consent to the action set forth below.

The undersigned Respondent, Rebecca Wood, acknowledges that she has received and reviewed a copy of the Complaint filed by the Petitioner in this case, and the parties submit to the jurisdiction of the Missouri Ethics Commission.

Although Respondent Wood maintains that she was unaware of the statutory procedural requirements presented in the Conclusions of Law section of this Joint Stipulation, she acknowledges that she is aware of the various rights and privileges afforded by law, including but not limited to: the right to appear and be represented by counsel; the right to have all allegations against Respondent be proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Respondent; the right to present evidence on Respondent's behalf at the hearing; and the right to a decision upon the record of the hearing. Being aware of these rights provided to Respondent by operation of law, the undersigned Respondent knowingly and voluntarily waives each and every one of these rights and freely enters

into this Joint Stipulation of Facts, Waiver of Hearing before the Missouri Ethics Commission, and Consent Order with Joint Proposed Findings of Fact and Conclusions of Law, and agrees to abide by the terms of this document.

I.

Based upon the foregoing, the Petitioner and the undersigned Respondent jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the Joint Proposed Findings of Fact and the Joint Proposed Conclusions of Law, as follows:

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Ethics Commission is an agency of the State of Missouri established pursuant to Section 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 105, RSMo.¹

2. The Moreau Fire Protection District (Fire District) formed in 1981 and currently has three board members. The Fire District is governed under Chapter 321, RSMo.

3. Respondent Rebecca Wood serves as the President of the Board of Directors for the Moreau Fire Protection District. Respondent Wood has held that position for approximately twelve years. As President, Wood is a voting member of the Board.

4. L&B Electronics is a business that was registered as a fictitious entity with the Missouri Secretary of State on or about July 30, 1990. The registration showed two owners: Lloyd D. Wood and Rebecca A. Wood. On or about December 17, 2014, Lloyd Wood submitted a new Registration of Fictitious Name to the Missouri Secretary of State. He is the only owner listed.

5. Lloyd Wood is the spouse of Respondent Rebecca Wood.

¹ Unless noted otherwise, all statutory references are to the Revised Statutes of Missouri 2000 (Supp. 2018).

6. Pursuant to Sections 105.957 and 105.961, RSMo, the Commission's staff investigated a complaint filed with the Commission and reported the investigation findings to the Commission.

7. Based on the investigation report the Commission determined that there were reasonable grounds to believe that violations of law had occurred, and it therefore authorized a hearing in this matter pursuant to Section 105.961.3, RSMo.

8. On or about February 2, 2017, the Fire District issued a \$4,500.00 payment to L&B Electronics. This transaction was not the result of a contract or sale after public notice and competitive bidding.

9. The \$4,500.00 payment to L&B Electronics is reflected in the February 2017 Financial Statements for the Fire District. Those financial documents were voted upon and approved by the Board at its March 8, 2017 meeting. Respondent Wood seconded the motion and voted in favor of it.

10. On or about May 10, 2017, the Fire District issued a \$2,500.00 payment to L&B Electronics.

11. The \$2,500.00 payment to L&B Electronics is reflected in the May 2017 Financial Statements for the Fire District. Those financial documents were voted upon and approved by the Board at its June 14, 2017 meeting. Respondent Wood seconded the motion and voted in favor of it.

12. The \$2,500.00 payment was the result of an insurance claim filed on behalf of the Fire District to pay for damages. After the Fire District received the funds, it used the money to pay Respondent for making repairs. This transaction was not the result of a contract or sale after public notice and competitive bidding.

13. During the 2017 calendar year, the Fire District paid a total of \$7,803.00 to L&B Electronics.

14. On or about January 10, 2018, the Fire District issued a \$15,115.00 payment to L&B Electronics.

15. The \$15,115.00 payment to L&B Electronics is reflected in the January 2018 Financial Statements for the Fire District. Those financial documents were voted upon and approved by the Board at its February 14, 2018 meeting. Respondent Wood voted in favor of the motion.

16. The \$15,115.00 payment was the result of an insurance claim filed on behalf of the Fire District to pay for damages. After the Fire District received the funds, it used the money to pay Respondent for making repairs. This transaction was not the result of a contract or sale after public notice and competitive bidding.

17. On or about July 10, 2018, the Fire District issued a \$3,795.00 payment to L&B Electronics. This transaction was not the result of a contract or sale after public notice or competitive bidding.

18. The \$3,795.00 payment to L&B Electronics is reflected in the July 2018 Financial Statements for the Fire District. Those financial documents were voted upon and approved by the Board at its August 8, 2018 meeting. Respondent Wood seconded the motion and voted in favor of it.

19. During the 2018 calendar year, the Fire District paid a total of \$19,680.00 to L&B Electronics.

20. During all relevant times, the Fire District did not have a contract with L&B Electronics.

21. Respondent Wood was listed as an owner of L&B Electronics with the Missouri Secretary of State for over twenty-four years.

22. Even though Respondent Wood's name is no longer listed on L&B Electronics' registration at the Secretary of State's Office, she is still an owner of L&B Electronics.

JOINT PROPOSED CONCLUSIONS OF LAW

23. Pursuant to Section 321.220, RSMo; "For the purpose of providing fire protection to the property within the district, the district and, on its behalf, the board shall have the following powers, authority, and privileges:

(8) To have the management, control and supervision of all the business and affairs of the district, and the construction, installation, operation and maintenance of district improvements therein;

...

(12) To adopt and amend bylaws, fire protection and fire prevention ordinances, and any other rules and regulations not in conflict with the constitution and laws of this state, necessary for the carrying on of the business, objects and affairs of the board and the district, and refer to the proper authorities for prosecution any infraction thereof detrimental to the district[.]

24. The By-Laws of the Moreau Fire Protection District in Article II paragraph 2 state that:

The President of the Board shall be the chief executive of the District, and shall supervise the performance of their functions by all other officers of the District, except the Legal Officer if any, and shall also supervise all of the activities and functions of the District; subject, however, to any resolution, ordinance, or direction of the Board of Directors. The President shall preside at any public meetings held by the Board, shall sign, for the District, any contracts, documents, or other instruments which the Board of Directors, has authorized him to sign, and shall perform such other duties as may be assigned to him from time to time by the Board of Directors.

25. Pursuant to Sections 105.454.1(1)-(2), RSMo; “No elected or appointed official or employee of the state or any political subdivision thereof, serving in an executive or administrative capacity, shall:

(1) Perform any service for any agency of the state, or for any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power for receipt or payment of any compensation, other than of the compensation provided for the performance of his or her official duties, in excess of five hundred dollars per transaction or five thousand dollars per annum, except on transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received;

(2) Sell, rent or lease any property to any agency of the state, or to any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power and received consideration therefor in excess of five hundred dollars per transaction or five thousand dollars per year, unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received[.]

26. Pursuant to Section 105.458.1(1)-(2), RSMo, no member of any legislative or governing body of any political subdivision of the State shall:

(1) Perform any service for such political subdivision or any agency of the political subdivision for any consideration other than the compensation provided for the performance of his or her official duties, except as otherwise provided in this section; or

(2) Sell, rent or lease any property to the political subdivision or any agency of the political subdivision for consideration in excess of five hundred dollars per transaction or five thousand dollars per annum, or in the case of a school board five thousand dollars per annum, unless the transaction is made pursuant to an award on a contract let or a sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received[.]

27. Pursuant to Section 105.458.2(1)-(2), RSMo; “No sole proprietorship, partnership, joint venture, or corporation in which any member of any legislative body of any political subdivision is the sole proprietor, a partner having more than a ten percent partnership interest, or

a co-participant or owner of in excess of ten percent of the outstanding shares of any class of stock, shall:

(1) Perform any service for the political subdivision or any agency of the political subdivision for any consideration in excess of five hundred dollars per transaction or five thousand dollars per annum, or in the case of a school board five thousand dollars per annum, unless the transaction is made pursuant to an award on a contract let after public notice and competitive bidding, provided that the bid or offer accepted is the lowest received;

(2) Sell, rent or lease any property to the political subdivision or any agency of the political subdivision where the consideration is in excess of five hundred dollars per transaction or five thousand dollars per annum, or in the case of a school board five thousand dollars per annum, unless the transaction is made pursuant to an award on a contract let or a sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received.

28. “All property acquired by either spouse subsequent to the marriage and prior to a decree of legal separation or dissolution of marriage is presumed to be marital property regardless of whether title is held individually[.]” Section 452.330.3, RSMo.

29. There is probable cause to believe that Respondent violated Sections 105.454.1(1)-(2), 105.458.1(1)-(2), and 105.458.2(1)-(2), RSMo, by allowing L&B Electronics, a business she owns with her spouse, to sell and provide services to the Fire District without proper bidding or public notice.

II.

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the Missouri Ethics Commission in this matter. This order will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics Commission without further action by any party:

1. The parties understand that the Petitioner will maintain this Joint Stipulation as an open and public record of the Missouri Ethics Commission.

2. The Commission shall issue its Consent Order in the form attached hereto as Exhibit A.

a. Respondent shall comply with all relevant sections of Chapter 105, RSMo.

b. It is the order of the Missouri Ethics Commission that a fee is imposed against Respondent in the amount of \$25,910, pursuant to Section 105.961.4(6), RSMo. However, if Respondent pays \$5,182 of that fee within forty-five days after the date of the Consent Order, the remainder of the fee will be stayed. The fee will be paid by check or money order made payable to the Missouri Ethics Commission.

c. Regardless of the stay in paragraph 2.b above, if there is probable cause to believe that Respondent committed any further violation of the conflict of interest laws under Chapter 105, RSMo, within the two-year period from the date of this order, then she will be required to pay the remainder of the fee. The fee will be due immediately upon final adjudication finding that there is probable cause to believe that Respondent has committed such a violation.

3. The parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the Complaint filed by the Petitioner in the above action.

4. Respondent, together with her heirs, successors, and assigns, does hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its attorneys of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation,

including but not limited to, a claim for attorney's fees, which Respondent or Respondent's attorney may now have or hereafter have, based upon or arising out of the this case.

SO AGREED:

RESPONDENT REBECCA WOOD

PETITIONER MISSOURI ETHICS
COMMISSION

By: Rebecca Wood 12/12/19
Rebecca Wood Date

By: Elizabeth L. Ziegler 12/19/19
Elizabeth L. Ziegler Date
Executive Director

By: Brian Hamilton 12/19/19
Brian Hamilton Date
Attorney for Petitioner

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CONSENT ORDER

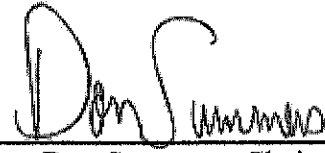
The parties have filed a Joint Stipulation of Facts, Waiver of Hearing, and Proposed Consent Order with the Missouri Ethics Commission. Accordingly, the Missouri Ethics Commission accepts as true the facts stipulated and finds that there is probable cause to believe that Respondent violated Sections 105.454.1(1)-(3), 105.458.1(1)-(2), and 105.458.2(1)-(2), RSMo.

The Commission directs that the Joint Stipulation be adopted.

1. Respondent shall comply with all relevant sections of Chapter 105, RSMo.
2. It is the order of the Missouri Ethics Commission that a fee is imposed against Respondent in the amount of \$25,910.00, pursuant to Section 105.961.4(6), RSMo. However, if Respondent pays \$5,182.00 of that fee within forty-five days after the date of this Consent Order, the remainder of the fee will be stayed. The fee will be paid by check or money order made payable to the Missouri Ethics Commission.
3. Regardless of the stay in paragraph 2 above, if there is probable cause to believe that Respondent committed any further violation of the conflict of interest laws under Chapter 105, RSMo, within the two-year period from the date of this order, then she will be required to pay the remainder of the fee. The fee will be due immediately upon final adjudication finding that there is probable cause to believe that Respondent has committed such a violation.

SO ORDERED this 19th day of December,
2019

By:

A handwritten signature in black ink, appearing to read "Don Summers". The signature is written in a cursive style with a large initial "D" and "S".

Don Summers, Chair
Missouri Ethics Commission