

BEFORE THE  
MISSOURI ETHICS COMMISSION

**Filed**  
**MAR 14 2019**  
Missouri Ethics  
Commission

MISSOURI ETHICS COMMISSION,     )  
  )  
                                  Petitioner,     )  
  )  
v.   )  
  )  
ARRON LEE,                                     )  
  )  
                                  Respondent.     )

Case No. 18-0059-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, Aaron Lee, acknowledges that he has received and reviewed a copy of the Complaint filed by the Petitioner in this case, and he submits to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondent further acknowledges that he 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

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

I.

Based upon the foregoing, the Petitioner and the undersigned Respondents 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 § 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 130, RSMo.<sup>1</sup>
2. Respondent Arron Lee is the Assistant Chief for the Winfield – Foley Fire Protection District in Lincoln County, Missouri.
3. As the Assistant Chief, Respondent Lee is responsible for the day to day operation of the District. Respondent Lee is also responsible for the supervision of bidding and purchasing processes.
4. On or about September 18, 2013, the Missouri Secretary of State's Office received a registration filing for the business: Arron Lee DBA Advanced Welding. Respondent Lee is listed as the sole owner of the business.
5. Pursuant to Section 105.961, RSMo, the Commission's staff investigated a complaint filed with the Commission and reported the investigation findings to the Commission.

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<sup>1</sup> Unless noted otherwise, all statutory references are to the Revised Statutes of Missouri 2000 (Supp. 2017).

6. Based on the investigation report, the Commission determined that there were reasonable grounds to believe there had been a violation of Chapter 105 RSMo, and local ordinances, and it therefore authorized a hearing in this matter pursuant to Section 105.961.3, RSMo.

7. Between 2009 and 2017, Respondent Lee served as a volunteer firefighter for the Winfield-Foley Fire Protection District.

8. Between 2009 and 2017, Respondent Lee's company Advanced Welding provided and was paid for services rendered to the Winfield-Foley Fire Protection District.

9. On or about January 15, 2018, Respondent Lee was appointed to the position of Assistant Chief for the Winfield – Foley Fire Protection District.

10. On or about January 24, 2018, Respondent Lee received his first paycheck as Assistant Chief.

11. Between January 18, 2018, and June 21, 2018, Advanced Welding was authorized to perform services for the Winfield-Foley Fire Protection District without following the district's purchasing policy.

12. Between January 18, 2018, and June 21, 2018, there were six invoices, totaling \$4,138.31, that were between \$500.00 and \$1,000.00.

13. Between January 18, 2018, and June 21, 2018, there were two invoices, totaling \$3,447.32, that were in excess of \$1,000.00, which required a minimum of 2 written proposals.

14. Between January 18, 2018, and March 8, 2018, the total payments issued by Winfield-Foley Fire Protection District to Advanced Welding exceeded \$5,000.00.

15. Between January 18, 2018, and June 21, 2018, the Winfield-Foley Fire Protection District paid a total of \$11,565.06 to Advanced Welding for provided services without making public notice or allowing bidding.

**JOINT PROPOSED CONCLUSIONS OF LAW**

16. Pursuant to Section 105.452.1, RSMo, no elected or appointed official or employee of the State or any political subdivision thereof shall:

(4) Favorably act on any matter that is so specifically designed so as to provide a special monetary benefit to such official or his spouse or dependent children, including but not limited to increases in retirement benefits, whether received from the state of Missouri or any third party by reason of such act. For the purposes of this subdivision, "special monetary benefit" means being materially affected in a substantially different manner or degree than the manner or degree in which the public in general will be affected or, if the matter affects only a special class of persons, then affected in a substantially different manner or degree than the manner or degree in which such class will be affected. In all such matters such officials must recuse themselves from acting, except that such official may act on increases in compensation subject to the restrictions of Section 13 of Article VII of the Missouri Constitution[.]

17. Pursuant to Section 105.454.1, RSMo, no elected or appointed official or employee of the State or any political subdivision thereof, serving in an executive or administrative capacity, shall:

(3) Participate in any matter, directly or indirectly, in which he or she attempts to influence any decision of any agency of the state, or political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power, when he or she knows the result of such decision may be the acceptance of the performance of a service or the sale, rental, or lease of any property to that agency for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per annum to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated 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[.]

18. The Winfield-Foley Fire Protection District Local Policy #902.0-Purchasing policy

states:

Assistant Chiefs – Assistant Chiefs may purchase goods or services for the District up to a limit of one thousand (\$1,000.00) dollars without prior approval, if the item or service was a budgeted item. Any purchases exceeding this limit will require prior approval by the Fire Chief.

19. The Winfield-Foley Fire Protection District Local Policy #902.1-Bidding Process

policy states:

Any single item or service that costs less than five hundred (\$500.00) dollars shall require no special bidding requirements. Items between five hundred (\$500.00) dollars and one thousand (\$1,000.00) dollars shall receive a minimum of three (3) bids on a supplier letter head. Items between one thousand (\$1,000.00) dollars and ten thousand (\$10,000.00) dollars require a minimum of two (2) written proposals. The purchase of goods or services over ten thousand (\$10,000.00) dollars, except those professional services exempt by state statute, will require advertisement in at least one (1) local newspaper. Advertisement in a local newspaper is not required if all vendors for the product or service have been identified and are local. Bids must be sealed until the advertisement date to open the bids. The Board of Directors will open the bids during a scheduled board meeting or hold a Special Board Meeting for the opening of the bids. The appropriate committee will review and prepare a spreadsheet with a recommendation for Board approval. . . . At times, the District may request bids for goods and services from employees with specific talents or desires. These goods and services will be outside the normal scope of job duties. Requests for bids will be posted in each station and or sent to each station by email. Posting shall be no less than seven (7) days.

20. There is probable cause to believe that Respondent violated Local Policy #902.0 and #902.1, and Sections 105.452.1(4) and 105.454.1(3), RSMo, by awarding services to Advanced Welding to perform services for the Winfield-Foley Fire Protection District without following the District's purchasing policy and without making public notice or allowing bidding, and that Respondent did so knowingly.

## II.

Based on the foregoing, the parties hereto 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 \$6,030.00, pursuant to Section 105.961.4(6), RSMo. However, if Respondent pays \$1,206.00 of that fee within forty-five days after the date of the 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 Respondent commits 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 Respondent will be required to pay the remainder of the fee. The fee will due immediately upon final adjudication finding 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. Respondents, together with their heirs, successors, and assigns, do 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 whatsoever which Respondents or

Respondents' attorney may now have or which they may hereafter have, which are based upon or arise out of the above cases.

SO AGREED:

RESPONDENT AARON LEE

By: Aaron M Lee 3-5-19  
Aaron Lee Date

ATTORNEY FOR RESPONDENT

By: Charles Billings 3/5/2019  
Charles Billings Date

PETITIONER MISSOURI ETHICS  
COMMISSION

By: Elizabeth L. Ziegler 3/13/19  
Elizabeth L. Ziegler Date  
Executive Director

By: Brian Hamilton 3/13/19  
Brian Hamilton Date  
Attorney for Petitioner



**BEFORE THE  
MISSOURI ETHICS COMMISSION**

MISSOURI ETHICS COMMISSION,            )  
  )  
  Petitioner,            )  
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v.    )  
  )  
ARRON LEE,                                 )            Case No. 18-0059-1  
  )  
  Respondent.            )  
  )  
  )  
  )  
  )

**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 Respondent violated Local Policy #902.0 and #902.1, and Sections 105.452.1(4), 105.454.1(3), 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 \$6,030.00, pursuant to Section 105.961.4(6), RSMo. However, if Respondent pays \$1,206.00 of that fee within forty-five days after the date of the 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 Respondent commits 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 the Respondent who committed the violation will be required to pay the remainder of the fee. The fee will due immediately upon final adjudication finding that such Respondent has committed such a violation.

SO ORDERED this 14<sup>th</sup> day of March, 2019

By:   
\_\_\_\_\_  
Don Summers, Chair  
Missouri Ethics Commission