OFFICIAL COMMISSION MINUTES SEPTEMBER 19th, 2022 – 15th DAY OF THE JULY ADJOURN TERM

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:03 a.m.

COMMISSION REMARKS

None.

PUBLIC HEARING TO SET COUNTY LEVY

Donna Neeley, County Clerk, and Stephanie Spencer, Chief Deputy Clerk, were present.

Commissioner Wyatt moved to reduce the levy by required sales tax reduction of .1582 which will set the levy at zero for General County Revenue. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to reduce the Road and Bridge levy by remainder sales tax reduction of .2053 which will set the Road and Bridge levy at zero. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #468964 through Check # 468995 and Checks #468997 through Check #469046, Warrants #7984 through Warrant #7987 and no Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt left the meeting at 9:10 a.m.

Commissioner Williams moved to approve Check #468996. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:10 a.m.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Session Meeting Minutes for September 12th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Meeting Minutes for September 12th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner <u>mb</u>; Eastern Commissioner <u>Sk</u>; Western Commissioner <u>v</u>

SAINT STREET APARTMENTS II LETTER OF SUPPORT

Troy Rasmussen, Development Connections, was present.

Commissioner Williams moved to approve the Letter of Support for the Saint Street Apartments. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

County of TANEY State of Missouri OFFICE OF MIKE SCOFFIELD PRESIDING COMMISSIONER BRANDON W. WILLIAMS WESTERN DIST. COMMISSIONER SHEILA WYATT EASTERN DIST. COMMISSIONER
September 19, 2022
September 19, 2022
Missouri Housing Development Commission 3435 Broadway Kansas City, MO 64111
RE: Saint Street Apartments II, 200 Saints Street, Branson, MO
Dear Mr. Metz:
The Taney County Commissioners support the application from Dignity Now for Low Income Tax Credits for the construction of Forty-Eight (48) one and two bedroom affordable apartments located next to their offices at 200 Saints Street, Branson, MO. This agency and its cooperative partners have proven successful in targeting and meeting the needs of the families of children with disabilities within the community and county.
Dignity Now and their parent organization, Developmental Connection have gained a great deal of experience and demonstrated a great deal of success through their completion of three similar apartment projects.
The County values our relationship with the applicants and deeply appreciates the opportunities they provide some our most vulnerable residents. The efforts by Developmental Connections to provide meaningful job opportunities for its clients is a proverbial win-win for the community and county.
We support this application and encourage the Missouri Housing Development Commission's favorable consideration.
Sincerely, <u>Mike Lupiele</u> <u>Heile Wyste</u> Presiding Commissioner Eastern Commissioner Western Commissioner
Mike Scofield / Sheila Wyatt Brandon Williams

Cc: Dignity Now LRG Consulting and Development Inc.

Brandon Williams

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner

912)

NASPO VALUPOINT COOPERATIVE CONTRACT #CC180753002 – FIRE PROTECTION #22-103M

Scott Terpening, Building and Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement by and between Taney County and Johnson Controls Fire Protection. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Johnson Controls Fire Protection	State of MO NASPO ValuePoint Cooperative A ValuePoint			
NASPO Customer: Site Name: Street Address. City, State, Zip	Taney County Justice Taney County Justice 266 Main Street Forsyth, MO 65653		CCA Use Only: NASPO Region Codes ARs Ship to Customer # Bill to Customer #	
Sales Representative Contract Period Begin and End Date	Harley Cavender 10/1/22-9/30/23		Annual Contract Value: \$6,713.00	
	out by Product Line & Insp	ection Information - 200 Provident	STATISTICS ACTIVITY OF A STATISTICS	
Fire Alarm (Test & Inspect)	Quantity:	Inspect Frequency:	Inspect Month(s):	
Make/Model: Notifier Fire Alarm System Programmable		Annual	May	
Fire Panel(s)	1			
Pull Stations Smoke Detector - Sensitivity report from panel per 250	28		1	
SmokeDetectors - Test & Inspect	47			
SmokeDetector - Cleaning	Not included			
SmokeDetector - Sensitivity	100%			
Duct Detectors - Functional test	147			
Duct Detectors - Functional test Duct Detectors - Cleaning	50%			
Duct Detectors - Sensitivity	50%			
Elevator Recall AV's, Hom/Strobes	0			
Speakers	0			
Heat Detectors	9			
Warden Phone Jacks Transponder	0			
NAC	0			
Annunciator	2			
Other (AHU input, relays, etc.) Vesda Early Detection Device	5	W/T Frequency:		
WaterFlow	21			
Tamper Switches Dact (Dialer Panel)	23			
Door Holder	0			
Optional Standard Labor Coverage	No			
Optional 24/7 Labor Coverage Optional Full Service Parts Coverage	No			
Inspection After-Hours	No			
Annual Cost	-\$1,867.00			
Monitoring	Quantity:	MONITORING:		
Single building fire alarm service	0		ou are agreeing to the Master	
Single building burglar alarm service Multi building applications (same dialer) (each building)	0	Monitoring Terms and Cor	nditions applicable with this contract.	
Single building combo panel service (fire/security)	C	These terms can be refere	enced in the monitoring tab below.	
Elevator Monitoring	0			
UL Certified Fire Alarm Monitoring	\$0.00			
	\$0.00			
Sprinkler System (Test & Inspect)	Quantity:	Inspect Frequency:	Inspect Month(s):	
Wet Risers	4	Annual	May	
Dry Risers Dry Sprinkler Trip Test	D D	Annual		
Dry Sprinkler ritp rest	u	Annual		
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect				
additional FA panel or devices. If needed, see FA pricing above). Additional Control Assemblies (Tamper and Flow)	0	Annual		
PIV's (Post indicator valve)	0			
Deluge Risers AFFF (Foam tank inspect & lab analysis of foam)	0	Annual		
Fire Hose Stations	0			
Standpipe	0			
Anli-Freeze Loops Fire Pump	0			
Monthly Pump Run (each)	0	Monthly		
Private Fire Hydrants	0			
Backflow Preventer (Sprinkler, Domestic, Irrigation) Backflow preventer: LA, IN, MN, MD, IL, MO, MI	0	Annual	Mari	
Monthly Valve Inspections	0	Monthly	May	
Optional Sprinkler Standard Labor Coverage	No			
After-Hours Sprinkler Inspection	No 50.00			
Annual Wet Sprinkler Cost	\$476.00 \$0.00			
Annual Dry Sprinkler Cost	\$0.00 \$0.00			
Annual Anti-Freeze Cost	\$0.00 \$0.00			
Annual Backflow Cost	\$476.00 \$0.00			
Annual Deluge Cost	\$0.00 \$0.00			
Annual Fire Hose Cost	\$0.00 \$0.00		•	
Annual Fire Pump Cost	\$0.00			
Annual Pre-Action Cost	\$0.00 \$0.00			

Presiding Commissioner \mathcal{M} ; Eastern Commissioner \mathcal{L} ; Western Commissioner \mathcal{M}

AMENDMENT TO MANAGEMENT CONTROL AGREEMENT BETWEEN TANEY COUNTY SHERIFF'S OFFICE AND TANEY COUNTY IT DEPARTMENT #22-096S

Commissioner Williams moved to approve the Amendment to Management Control Agreement by and between Taney County Sheriff's Office and Taney County IT Department. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MANAGEMENT CONTROL AGREEMENT

Between the

Taney County Sheriff's Office

And the

Taney County IT Department

This Management Control Agreement is made and entered into this _____ day of September, 2022; By and between Taney County Sheriff's Office hereinafter referred to as TCSO and the Taney County IT Department hereinafter referred to as TC-IT.

DEFINITIONS

(Criminal Justice Agencies should rue this section to identify their agency as a criminal justice agency, citing the authority under which the agency was created and what criminal justice duties their agency performs. Additionally, this section should identify the contracted non-criminal justice entity any applicable establishing statutes or ordinances that may apply to the Non-Criminal Justice Agency. An example of this is as follows:)

TC-IT was established and governed pursuant to CJIS Security Policy.

For the purposes of Management Control and applicable security addendums, the TCSO is recognized as a Criminal Justice Agency (CJA) and TC-IT is recognized as a Non-Criminal Justice Agency (NCJA) as defined in FBI CJIS Security Policy.

For the purposes of data control, security and protection and this agreement the TCSO defines all data provided to or processed by TC-IT on behalf of the TCSO to be considered Criminal Justice Information (CJI) as defined by, and thus

afforded the protections of FBI CJIS Security Policy, MULF S Policy and TCSO polices governing the handling, disclosure and control of the data.

PURPOSE OF AGREEMENT

This agreement provides management control for TCSO, which serves as a criminal justice agency authorized under law to receive, process and store CJI. This management control ensures that any contracted work involving the processing, transmission, storage or sharing of CJI performed by TC-IT on behalf of TCSO shall remain under the strict management control of TCSO according to the terms of this agreement and applicable state and federal policies.

Duties of TCSO

Under the terms of this agreement TCSO shall have the authority to set, maintain and enforce the following duties and standards over and/or relating to the access to and control over all CJI and TCSO provided/obtained or owned data and associated processing systems:

- a. The TCSO shall provide management control over, and retain ownership of, any CJI requested by, entered by or received by any employee of TCSO or employee of TC-IT who receives criminal justice data on behalf of TCSO.
- b. Access to agency owned criminal justice data and CJIS systems by TC-IT
- c. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls,

AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP. AND TANEY COUNTY, MISSOURI #22-104CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the agreement between Pictometry International Corp. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

	РІСТОМІ	AGREEMENT ETRY INTERNATIONAI TANEY COUNTY, M	L CORP. ("PICTOMETR	<u>(Y</u> ") AND		
1. This	order form (" <u>Order Form</u> "), in combination with the contra	ct components listed below:			
Sect Sect App Map	on B: License Terms: Delivered Content Terms Online Services General T Software License Agreem on C: Non-Standard Term endix 1: Photogrammetric (s)	erms and Conditions ent s and Conditions Product Specifications	h the entire understanding betwee	en Pictometry and Customer with		
respo writt duly Agre	ect to the subject matter he en, relating to the subject authorized officers of each ement is issued solely for	reof and supersedes all prior rep matter hereof. Any modification h party. Any purchase order or s Customer's internal administrati orce or effect as between the part	resentations, agreements and arr s to this Agreement must be main imilar document issued by Custove ve purposes and the terms and c	angements, whether oral or de in writing and be signed by omer in connection with this		
conf Tern	lict shall be, from highest in and Conditions; Appen	ng any contract components con (i.e., supersedes all others) to lov dix 1: Photogrammetric Product s in order as listed above under t	vest (i.e., subordinate to all other Specifications; Section A: Produced	s): Section C: Non-Standard act Descriptions, Prices and		
3. All n	otices under this Agreeme	nt shall be in writing and shall be	e sent to the following respective	addresses:		
	JSTOMER NOTICE ADDI 6317 US Hwy 160 Ste C	RESS	PICTOMETRY NOTICE 25 Methodist Hill Drive	ADDRESS		
F	orsyth, MO 65653		Rochester, New York 1462	3		
	ttn: Tonja J. Friend, hone: (417) 546-7200	Fax: (417)546-6840	Attn: General Counsel Phone: (585) 486-0093	Fax: (585) 486-0098		
party cour be de 4. This their assig and	's then-current notice add ier providing written recei- semed given when actually Agreement, including all I successors and permitted n its right to receive Fees (ii) Pictometry shall have t	pt; or postage-paid certified or re v received or when delivery is re icenses granted pursuant to it, sh assigns, but shall not be assignal under this Agreement, provided	ny of the following methods: pe gistered United States mail, retu fused. all be binding upon and inure to ble by either party except that (i) no such assignment shall affect ider this Agreement to any perso	to the other party at the other rsonal delivery; reputable express irm receipt requested. Notice shall the benefit of the parties hereto, Pictometry shall have the right to Pictometry's obligations hereunder, in or entity, provided the assignce		
OF ONEC	IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.					
liabi		Customer may have or assert ag the aggregate, be limited to the		elating to this Agreement, the total ictometry pursuant to this		
7. The v	vaiver by either party of a	ny default by the other shall not	waive subsequent defaults of the	same or different kind.		
Page 1 of 2	9	Taney County, MO - C	31296629 2022-09-09	C-0001-20200910.8		
ESS: 9	18 A.M.					
ONVE	NE: 9:31 A.M.					
D & B	RIDGE ROUN	D TABLE DISCUS	SSION			
		Conference Room)				

Also present: Devin Huff, Road & Bridge Administrator, Nick Plummer, David Clark, County Auditor, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

Presiding Commissioner *M*; Eastern Commissioner *;* Western Commissioner

EXECUTIVE SESSION: 9:43 A.M.

EXECUTIVE SESSION PER SECTION 610.021. (1)(3) (LEGAL AND PERSONNEL)

(Taney County Commission Conference Room) Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE: 10:33 A.M.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room) Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

Also present: Shanna Tilley, Commission Assistant

The commission met with their staff to review the day's business and go over the agenda requests.

ADJOURNMENT

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN: 10:35 A.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, Stephanie Spencer, Chief Deputy Clerk, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.

Presiding Commissioner <u>mb</u>; Eastern Commissioner ; Western Commissioner <u>mb</u>;