

**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).

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).



OFFICE OF
MIKE SCOFIELD
PRESIDING COMMISSIONER

BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER

SHEILA WYATT
EASTERN DIST. COMMISSIONER

County of **TANEY** State of Missouri

TANEY COUNTY COURTHOUSE
P.O. BOX 1086 • FORSYTH, MO 65653
Office: (417) 546-7204 • Fax: (417) 546-3931
www.taneycounty.org
commission@co.taney.mo.us

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,

Presiding Commissioner
Mike Scofield

Eastern Commissioner
Sheila Wyatt

Western Commissioner
Brandon Williams

Cc: Dignity Now
LRG Consulting and Development Inc.

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 policies 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).

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND
TANEY COUNTY, MO ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Appendix 1: Photogrammetric Product Specifications
Map(s)

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Section C: Non-Standard Terms and Conditions; Appendix 1: Photogrammetric Product Specifications; Section A: Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.

3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	
16317 US Hwy 160 Ste C	
Forsyth, MO 65653	
Attn: Tonja J. Friend,	
Phone: (417) 546-7200	Fax: (417) 546-6840

PICTOMETRY NOTICE ADDRESS	
25 Methodist Hill Drive	
Rochester, New York 14623	
Attn: General Counsel	
Phone: (585) 486-0093	Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. 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.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.

RECESS: 9:18 A.M.

RECONVENE: 9:31 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

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

Discussion ensued.

Presiding Commissioner MS; Eastern Commissioner W; Western Commissioner W

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.