

**ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 19, 2021
6TH DAY JULY REGULAR**

The Adair County Commission convened at 8:30 a.m. on July 19, 2021, in the Courthouse at Kirksville. All Commissioners were present. Presiding Commissioner Shahan was present only in the morning.

At 8:40 a.m., the Commission met with Aaron Lukefahr and Josh Lambth of Howe Company. Also present was Adair County Road and Bridge Supervisor, JB Hamlin. Design plans were presented and signed for Bridge No. 3160009; Titan Lane located over a branch of Bear Creek. Overhead lines would need to be relocated and they continued to wait on permits. This work would need to be completed before the Burlington Northern Santa Fe (BNSF) projects could go forward. Bid opening for this project will be in September or October. It will take 100 -120 days to complete and should be finished mid to fall of 2022.

Howe Co. reported they were pursuing permits and easements for the bridge on Columbus.

They also wanted to discuss their progress regarding the bridge on Cranberry Way. Howe Co. had to redesign the project due to Sinclair having a pipeline on the east and BP a pipeline to the west. It would now be a steel plate girder design. Mr. Lukefahr stated there were not supply issues for girders at this time and they were seeing more availability. The new design cuts down on the amount of fill needed.

Discussion was held regarding Soft Match Credit Bridge NO. 0730001, a 60-foot bridge on Willmathsville School Way. Design plans and permits were presented and signed. It was suggested that Mr. Hamlin drive sheet piling for wing walls and back walls as opposed to concrete. This project could also be subcontracted depending on whether American Rescue Plan Act (ARPA) funds were available. Mr. Lukefahr would redo the plans. He was not in favor of this being a contractor-built bridge due to the design plans.

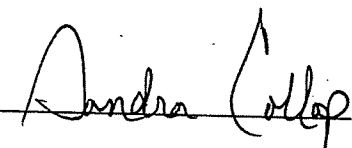
Discussion then turned to the bridge on Turkey Run Trail. This 80-foot bridge was designed to be contractor built and be eligible for soft match credit. There would be an amendment to the contract if the County wanted to rent a crane at a cost of \$20,000 per day. Work to move forward depending on which ways the Commission wanted to go. Permits were signed for the project.

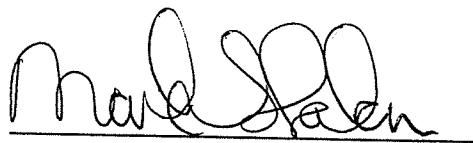
At 9:58 a.m., members of the Board of Equalization (BOE) assembled to open the BOE hearings for 2021. Present were voting members, Presiding Commissioner Shahan, Commissioner King, Commissioner Thompson plus two citizens from Adair County. Citizens were Kathy Adkins and Bruce Thompson both recently retired loan officers from local banks within the community. Non-voting members present included County Assessor, Kent Bryant and County Clerk, Sandra Collop, Secretary to the Board.

Commissioner King moved to open the BOE hearings for 2021. Commissioner Thompson seconded the motion. Presiding Commissioner Shahan concurred. All voted in favor of the motion. The oath of office for the Board of Equalization was conducted by Mrs. Collop. She then handed out an agenda for the hearings.

Continued on page 330.

ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 19, 2021

Continued from page 329.

Mr. Bryant handed out information pertaining to each piece of property that would be equalized. He then reviewed the assessment process of the Assessor's office. He stated that it had been approximately 12 years since property within Adair County had been evaluated for assessment purposes. When he was appointed to his office by the Governor approximately two years ago, he felt property values were very low. Statutorily, property should be re-evaluated every 2 years, however that had not been the case in Adair County. All property values needed to be within 10% of market value. Since re-evaluation had not occurred, property owners were experiencing large increases in property assessments which may result to increased property tax bills for 2021. Mr. Bryant explained he was attempting to close the gap between the existing assessed value and the newly re-assessed value for this year. Unfortunately, property owners were seeing a significant increase in assessment all at once as opposed to over an extended period of time. He was merely following instructions from the Missouri State Tax Commission.

The first hearing, scheduled for 10:00 a.m., involved property owner Larry Williams at 25022 State Hwy K, Novinger, Missouri - Parcel Number 17-02.0-04-000-00-02.002000. Mr. Williams did not appear for the hearing.

Mr. Bryant presented information he had for the above property. It is a one-story frame home with a finished attic, no basement, and built in 2001. The first floor living area is 1296 square feet and sits on 3.4 acres with a land value of \$22,000.00. The home had been appraised for \$73,400 for the past several years. The appraised value for 2021 was determined to be \$128,300.00.

After discussion among the members of the Board, Mrs. Collop posed the question as to whether to uphold the assessed value placed on the property of Larry Williams by the Assessor.

The vote was as follows:

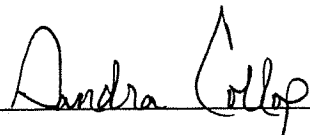
Mrs. Adkins - Yay
Mr. Thompson - Yay
Presiding Commissioner Shahan - Yay
Commissioner Thompson - Yay
Commissioner King - Yay

Motion passed. The Assessor's assessed valuation will remain at \$128,300.00. Mr. Williams will have the opportunity to appeal this decision to the Missouri State Tax Commission (STC). He will be notified in writing of the Board's decision and given information on how to proceed with an appeal.

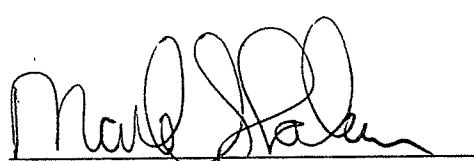
The 10:30 a.m. and 11:00 a.m., hearing participants appeared together. First to speak was James West III regarding property located at 28874 State Hwy E, LaPlata, MO - Parcel Number 19-04.0-19-000-00-07.001000. Mr. West III feels the property is assessed too high. He said he moved in 18 years ago, then added on, put a basement under it, and built a garage in 2003. It has an attached garage. It sits approximately two hundred yards off Highway 63 on the north side of Route E. The home was originally built in 1949. The current total living area is 1548 square feet and has an unfinished basement. In the past, it has been assessed at \$94,582.00.

Continued on page 331.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 19, 2021

Continued from page 330.

Mr. Bryant believes all the information he has on the property is currently correct. He stated that home values have skyrocketed, and he was bringing assessed values to property values. He explained that property assessments had not been evaluated for several years. As a result, the Missouri State Tax Commission stepped in because Adair County was not compliant with Missouri Law.

Mr. Bruce Thompson explained that the County was now trying to close the gap between what the assessed values have been and what they should be. Market value is climbing. People are wanting homes on a blacktop road, such as his. Mrs. Adkins said the assessed values had not been changed in several years. Both Mr. Thompson and Mrs. Adkins said his property would sell within a week due to a combination of low interest rates and increases in the market. Mr. Bryant said he would follow the market and base assessments on other sales. The price of materials has also increased. We look at construction not the look of the outside of the home.

Mr. West III asked if they tax property more if they keep it up. He and his son liked to keep the road banks mowed and keep the property looking good. Mr. Bryant stated he had not made any adjustments to his grain bins which are generally valued low. Siding is not considered but may have a small effect. Commissioner Thompson told Mr. West III and his son that both properties always looked nice.

Discussion then led to Tim West's home (the son of Mr. West III) located at 29274 Highway 63, LaPlata, MO - Parcel No. 19-09.0-30-000-00-01.000000. Tim West said he did not have a basement and had Masonite siding. Mr. Bryant was asked to figure the approximate increase to his property tax bill. The increase could be about \$640 based on a 6% increase. It will increase from \$1300 to approximately \$1900. He said we merely look at the structure and base the value on averages. They will do a market adjustment every two years in the future and it could change again at that time. He hated for the increase to happen all at once. Everything has gone up in the last 12 years.

Commissioner Thompson said now we are trying to get things caught up. We should be happy they were low for so long and taxes are tax deductible.

Mr. West III again said he was concerned about the appearance of his property and how much money it costs to maintain his property. He has pride in his land and bought a \$28,000 tractor just to mow the right of way.

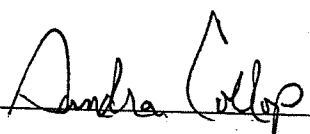
Mr. West III said we will not bother you anymore. And thanks for listening to my complaints.

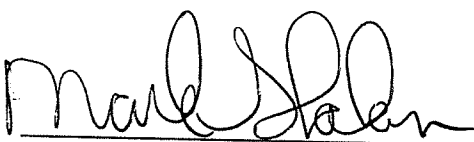
The members of the Board thanked Mr. West and his son for coming to the Board of Equalization.

The Board then finished discussing both properties. Things taken into consideration were that Tim West had a full basement and a newer home. His land was assessed at only one acre as opposed to three which was discovered during conversations. At this time, it will remain assessed at one acre. The home was built in 1960, has a living space of 1818 square feet, has a ¼ unfinished basement and is in normal condition. In the past, it has been assessed at \$64,596.00.

Continued on page 332.

ATTEST:


County Clerk


Presiding Commissioner, Mark Shahan

**ADAIR COUNTY COMMISSION MINUTES
MONDAY, JULY 19, 2021**

Continued from page 331.

Mrs. Collop then posed the question as to whether to uphold the assessed value placed on the property of Tim West by the Assessor.

The vote was as follows:

Mrs. Adkins - Yay
Mr. Thompson - Yay
Presiding Commissioner Shahan – Yay
Commissioner Thompson – Yay
Commissioner King - Yay

Motion passed. The Assessor's assessed valuation will remain at \$102,950. Mr. Tim West will have the opportunity to appeal this decision to the Missouri State Tax Commission (STC). He will be notified in writing of the Board's decision and given information on how to proceed with an appeal.

After discussion among the members of the Board, Mrs. Collop posed the question as to whether to uphold the assessed value placed on the property of James West III by the Assessor.

The vote was as follows:

Mrs. Adkins - Yay
Mr. Thompson - Yay
Presiding Commissioner Shahan – Yay
Commissioner Thompson – Yay
Commissioner King – Yay

Motion passed. The Assessor's assessed valuation will remain at \$136,340.00. Mr. James West III also can appeal this decision to the Missouri State Tax Commission (STC). He will be notified in writing of the Board's decision and given information on how to proceed with an appeal.

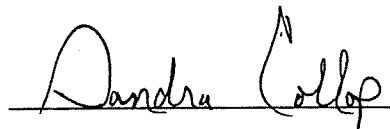
The Adair County Commission adjourned at 4:00 p.m. on July 19, 2021.

Unscheduled Public Walk-Ins and other Non-Agenda Items for Monday, July 19, 2021:

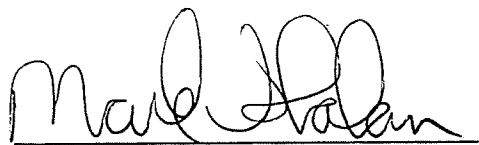
None

Continued on page 333.

ATTEST:



County Clerk



Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

MONDAY, JULY 19, 2021

Continued from page 332.

IN REF. ORDER NO 8 Fully Executed Award Agreement from MoSMART Board signed on 7-6-21

MoSMART Board P.O. Box 743, Jefferson City, MO 65101 Telephone: 673-626-1928 Fax: 673-751-6328		AWARD AGREEMENT	
RECIPIENT NAME Adair County, Sheriff's Office		DATE 06/16/2021	
PROJECT NUMBER 2022-DSSSF-01		FEDERAL IDENTIFICATION NUMBER 2022-DSSSF	
PROJECT PERIOD FROM 07/01/2021		PROJECT PERIOD TO 5/09/2022	
AWARDING AGENCY Missouri Department of Public Safety		AWARDING AGENCY CONTACT DPE Director - Central Justice Law Enforcement Unit	
METHOD OF PAYMENT Reimbursement		PAYMENT RATE YES <input type="checkbox"/> NO <input type="checkbox"/>	
CONTACT INFORMATION NAME: Amanda Heston ADDRESS: 215 N Franklin St, Jefferson City, MO 65101 PHONE: (573) 522-4004 EMAIL: aheston@adaircounty.com		CONTACT INFORMATION NAME: Mark Shahan ADDRESS: 215 N Franklin St, Jefferson City, MO 65101 PHONE: (573) 522-4004 EMAIL: mshahan@adaircounty.com	
THE DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) was created pursuant to Section 67.278 RSMo. The DSSSF consists of monies collected from charges for services provided by county sheriffs under Section 67.280 RSMo. The DSSSF shall be used solely to supplement the salaries and wages benefits resulting from cost recovery of county deputy sheriffs.			
THE DSSSF program is administered by the Missouri Sheriff's Association (MoSAS) and the Missouri Department of Public Safety (MoDPS). The DSSSF program is administered by the Missouri Sheriff's Association (MoSAS) and the Missouri Department of Public Safety (MoDPS). The DSSSF program is administered by the Missouri Sheriff's Association (MoSAS) and the Missouri Department of Public Safety (MoDPS).			
AWARDING AGENCY APPROVAL Randee Kaller, MoSMART Board Chair		RECIPIENT AUTHORIZED OFFICIAL APPROVAL Mark Shahan, County Commissioner	
THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITIONS. BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

2022 DSSSF (4) pg. 2

AWARD AGREEMENT ARTICLES OF AGREEMENT	
DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) SFY 2022	
The recipient understands the Missouri Sheriff's Association (MoSAS) is the awarding body of the DSSSF monies and the Missouri Department of Public Safety provides technical assistance in the form of financial and progress reporting, as well as monitoring oversight.	
The recipient hereby assumes and certifies compliance with all the following certified assurances:	
General:	
1. Governing Directives: The recipient assures that it shall comply with the provisions of the "DSSSF Notice of Funding Opportunity" and other applicable state laws or regulations.	
2. Fund Collection: The DSSSF was created pursuant to Section 67.278 RSMo and consists of monies collected from charges for services provided by county sheriffs under Section 67.280 RSMo. The recipient assures that all monies received by the Sheriff under Section 67.280 RSMo have been paid to the County Treasurer and the County Treasurer has paid, and will continue to pay, such monies to the State Treasurer.	
3. Compliance Training: As a recipient of state funds, the recipient is required to participate in the Compliance Training hosted by the Missouri Department of Public Safety. The Compliance Training may be hosted in-person or as a webinar to provide post-award information to include, but not limited to, award acceptance, project implementation, reporting requirements, award changes, child rights compliance, monitoring responsibilities, record retention, internal controls, and accounting responsibilities.	
4. Supplines: The recipient assures that state funds made available under this award will not be used to support state and local funds but will be used to increase the amount of funds that would, in the absence of these funds, be made available for the activities of this project. In the event it is determined the recipient is supplanting the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.	
5. Subaward Adjustments: The recipient understands that any deviation from the approved award must have prior approval from the MoSMART Board. No additional funding shall be awarded to a recipient unless specifically notified by the MoSMART Board or the Missouri Department of Public Safety of additional funding being awarded but changes from one budget line to another budget line may be possible if the request is allowable and within the scope of the guidelines. Prior approval must be requested via the "Subaward Adjustment" component of WebGrants.	
6. Monitoring: The recipient agrees to maintain the records necessary to evaluate the effectiveness of the project. In addition, the recipient assures that all documentation or records relating to this award shall be made available to representatives of the Missouri Department of Public Safety/Office of the Director, the Office of Missouri State Auditor, the MoSMART Board, or any of their authorized representatives immediately upon request. The recipient assures that fund accounting, auditing,	

2022 DSSSF (4) pg. 2

AWARD AGREEMENT ARTICLES OF AGREEMENT	
monitoring, and such evaluation procedures, as may be necessary to keep such records as the MoSMART Board or Missouri Department of Public Safety/Office of the Director shall prescribe, will be provided to ensure fiscal control, proper management, and efficient disbursement of funds received under this award.	
7. Fair Labor Standards Act: All recipients of state funds will comply with the minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.	
8. Employment of Unauthorized Aliens: Pursuant to Section 285.530.1 RSMo, the recipient assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work with the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the recipient shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.	
In accordance with Sections 285.528 to 285.550 RSMo, a general contractor or subcontractor of any tier shall not be liable when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of Section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of Section 285.530 RSMo and shall not be liable if such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.	
9. Uniform Crime Reporting (UCR): The recipient assures its law enforcement agency is in compliance with the state provisions of Section 43.205 RSMo relating to uniform crime reporting and will remain in full compliance for the duration of the project period.	
10. Racial Profiling: The recipient assures its law enforcement agency is in compliance with the state provisions of Section 590.650 RSMo relating to racial profiling and will remain in full compliance for the duration of the project period.	
11. Federal Equitable Sharing Funds: The recipient assures its law enforcement agency is in compliance with the state provisions of Section 513.053 RSMo relating to participation in the federal forfeiture system and the reporting of proceeds received therefrom to the Missouri State Auditor.	
12. Custodial Interrogations: The recipient assures its law enforcement agency is in compliance with the state provisions of Section 600.700 RSMo relating to custodial interrogations and has adopted a written policy to record custodial interrogations of persons suspected of committing or attempting to commit the felony crimes described in subsection 2 of this section.	
13. DWI Law - Law Enforcement: The recipient assures its law enforcement agency is in compliance with Section 43.844 RSMo relating to the "DWI Law" and has adopted a written policy to forward arrest information for all Intoxication-related traffic offenses to the central repository as required by Section 43.503 RSMo.	
Civil Rights:	

2022 DSSSF (4) pg. 3

AWARD AGREEMENT ARTICLES OF AGREEMENT	
1. Unlawful Employment Practices: The recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in employment practices as it relates to race, color, religion, national origin, sex, ancestry, age, or disability.	
2. Discrimination in Public Accommodations: The recipient assures compliance with Section 213.055 RSMo in regards to non-discrimination in public accommodations as it relates to accommodations, advantages, facilities, services, or privileges made available in place of public accommodations.	
Financial:	
1. Fund Availability: The recipient understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from state sources are not appropriated and change in state law relevant to these costs, the obligations of each party hereunder shall terminate immediately upon receipt of written notice.	
2. Release of Funds: The recipient acknowledges no funds will be disbursed under this award until such time as all required documents are signed by the recipient Authorized Official and recipient Project Director and returned to the Missouri Department of Public Safety/Office of the Director for final review and signature by the MoSMART Board.	
3. Allowable Costs: The recipient understands that only allowable and approved expenditures will be reimbursed under this award. These monies may not be utilized to pay debts incurred by other activities. The recipient agrees to obligate funds no later than the last day of the project period. (Funds are obligated when a legal liability to pay a determinable sum for services or goods is incurred and will require payment during the same or future period.) The recipient also agrees to expend funds no later than the last day of the pay period immediately following the end of the state obligated and/or expended will lapse.	
4. Financial Reporting Requirements: The recipient agrees to complete and submit any financial reports required for this program as outlined in the "DSSSF Notice of Funding Opportunity". Failure to submit reports by the deadline date may result in delay for reimbursement requests and/or cancellation of the award.	
5. Audit: The recipient acknowledges that an audit is required for the agency fiscal year when state financial assistance (which consists of all monies received from the State or state funds passed through state agencies) of \$376,000 or more is expended by the recipient. The recipient assures a copy of the financial audit report will be submitted to the Missouri Department of Public Safety/Office of the Director within 60 days of the project period start date if it has met the requirements to have an audit.	
6. Validity of Costs: The recipient understands that in the event it is determined the recipient made false statements relating to a position and/or annual salary in order to receive DSSSF monies, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining and/or an amount equal to the portion of the grant funds wrongfully used.	

2022 DSSSF (4) pg. 4

Continued on page 334.

ATTEST:
 County Clerk

Presiding Commissioner, Mark Shahan

ADAIR COUNTY COMMISSION MINUTES

MONDAY, JULY 19, 2021

Continued from page 333.

<small>GRANT PROGRAM</small> 2022 DSSSF	<small>RECIPIENT</small> Adair County, Sheriff's Office
<small>AWARD NUMBER</small> 2022-DSSSF-01	<small>DATE</small> 06/04/2021
AWARD AGREEMENT <small>ARTICLES OF AGREEMENT</small>	

7. **Suspension/Termination of Award:** The recipient understands that the MoSMART Board reserves the right to terminate any award entered into as a result of this application at their sole discretion and without penalty or recourse by giving written notice to the recipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the recipient under the award shall, at the option of the MoSMART Board, become property of the State of Missouri.

In the event that the MoSMART Board determines a recipient is operating in a manner inconsistent with the provisions of the application or is failing to comply with the applicable state requirements governing these funds, the MoSMART Board may permanently or temporarily terminate the award. In the event a award is permanently terminated, the MoSMART Board may take action as deemed appropriate to recover any portion of the grant funds remaining or an amount equal to the portion of the grant funds wrongfully used.

8. **Enforceability:** If a recipient fails to comply with all applicable state requirements governing these funds, the MoSMART Board may withhold or suspend, in whole or in part, funds awarded under the award, or recover misapplied funds following an audit. This provision is in addition to all other remedies provided to the State of Missouri for recovery of misapplied funds available under all applicable state and federal laws.

Programmatic:

- Data Reporting Requirements:** The recipient agrees to complete and submit any data or statistical reports required for the program by DPS. Failure to submit reports by the deadline dates may result in delay for reimbursement requests and/or cancellation of the award.
- Time Records Requirement:** The recipient assures that all project personnel funded through the award will maintain timesheets that detail 100% of their time worked and paid leave time. These timesheets must be signed by both the employee and the appropriate approving official.
- Hourly Rate:** The recipient understands that DSSSF monies paid to an individual shall be included with the individual's annual salary when calculating the individual's hourly overtime rate. The individual's hourly overtime rate, as applicable, is not merely based on the county approved annual salary but a combination of the county approved annual salary and supplemental salary, per a decision rendered by the U.S. Department of Labor.
- Wage Garnishments:** The recipient understands DSSSF monies paid to an individual may be subject to increased wage garnishments. Some garnishments (e.g. child support) are based on the individual's monthly salary, and as the monthly salary increases, so does the wage garnishment amount.
- Pro-Ration of Supplemental Salary:** The recipient understands that individuals in a grant-funded position must continue in a full-time, paid employment status to be eligible for continued supplemental salary. Employees who do not begin employment with the recipient at the start of the payroll period are not eligible for supplemental salary prior to their employment start date. Furthermore, employees who leave employment with the recipient before the end of the payroll period are not eligible for continued supplemental salary after their employment and date.

APPROVED OFFICIAL INITIALS

2022 DSSSF (A) pg. 5

<small>GRANT PROGRAM</small> 2022 DSSSF	<small>RECIPIENT</small> Adair County, Sheriff's Office
<small>AWARD NUMBER</small> 2022-DSSSF-01	<small>DATE</small> 06/04/2021
AWARD AGREEMENT <small>ARTICLES OF AGREEMENT</small>	

Employees who transfer positions are subject to the supplemental salary approved for the respective position, as applicable, for the time worked in the respective position on a full-time, paid employment status. The recipient shall pro-rata, where applicable, the supplemental salary issued to the employee based on the prescribed format outlined in the "Administrative and Financial Guidelines - Pro Ration of Supplemental Salary".

APPROVED OFFICIAL INITIALS

2022 DSSSF (A) pg. 2

ATTEST: *Andrea Collop*
 County Clerk

 Mark Shahan
 Presiding Commissioner, Mark Shahan