

# **COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI**

**Thursday 01/14/2021**

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #1 Commissioner James Gohagan, and District #2 Commissioner Don Williams.

## **Meeting Agenda**

Commissioner Williams made a motion to approve today's agenda as posted. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes). Session opened at 10:00 A.M.

## **Prior Minutes**

Commissioner Williams made a motion to approve the January 12, 2021 minutes. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

## **New Business**

**Camden County Health Ord** – Camden County Commissioners discussed a proposed amendment to the existing food establishment ordinance. The amendment would allow for workers in food establishments to claim a religious exemption for the Hepatitis A vaccine currently required. Commissioner Williams made a motion to approve Food Establishment Ordinance 01-14-21-01 that includes the religious exemption and amends and restates Ordinance 05-30-19. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

The amendment to the ordinance is shown below in Section 4 (4).

**Section 4. Hepatitis A Vaccination.**

- (1) It shall be unlawful for any PERSON to handle FOOD in a FOOD ESTABLISHMENT without proof of Hepatitis A vaccination.
- (2) Records of EMPLOYEES' Hepatitis A vaccination shall be kept on file in the FOOD ESTABLISHMENT.
- (3) EMPLOYEES must be vaccinated within ninety (90) days of adopting this Ordinance. New EMPLOYEES must be vaccinated within thirty (30) days of employment.
- (4) Those PERSONS subject to this Section 4 may request a religious exemption under Section 1.302 RSMo., as amended which shall be submitted to the Camden County Health Department prior to the handling of FOOD in a FOOD ESTABLISHMENT. Upon satisfactory proof that the exemption request is substantially motivated by religious belief and there is no other compelling reason for denying the exemption, the Camden County Commission may grant the religious exemption to this Section 4.

**Section 5. Fees.**

- (1) FOOD ESTABLISHMENTS shall pay an annual inspection/permit fee based on public health priority according to the following schedule:

(a) High priority	\$150.00
(b) Medium priority	\$100.00
(c) Low priority	\$ 50.00
- (2) The annual fee shall be paid to the PERMIT administrator when the application for operating permit is submitted or the PERMIT is renewed.
- (3) FOOD ESTABLISHMENTS shall pay an administrative service fee of One Hundred (\$100.00) Dollars per inspection for the second and subsequent re-inspections required to correct violations noted during the inspection process. The administrative service fee shall be paid to the PERMIT administrator prior to re-issuance of any operating permit.
- (4) Persons conducting a temporary food event (an event lasting less than fifteen (15) days) shall pay a permit fee of Fifty (\$50.00) Dollars. Non-profit organizations shall not be charged a fee for temporary food events. The fee shall be paid to the PERMIT administrator prior to receipt of the operating permit.

**Courthouse Grounds** – The Camden County Commissioners discussed disruptive behavior that occurred in multiple county offices recently by a citizen. Joshua Butterfield interrupted the daily work flow of the courthouse. Commissioner Hasty made a motion to ban Joshua Butterfield from all county property referencing the Resolution # 09-29-20-01. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Gohagan (No), Commissioner Williams (Yes), and Commissioner Hasty (Yes).

**Public Roadways – Kinderhook Rd** – Commissioner Williams made a motion to table the discussion of Kinderhook Rd pending more information. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), Commissioner Williams (Yes).

**Sheriff – Lease Agreement** – Sheriff Helms presented a lease agreement for a new copier for his offices. Commissioner Gohagan made a motion to approve the lease agreement. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Gohagan (Yes).



Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to GFI Digital, Inc.

CUSTOMER INFORMATION

Form with fields for County of Camden, City of Camdenton, State of MO, ZIP 65020, and Billing Street Address.

EQUIPMENT DESCRIPTION

Table with columns: QTY/MARKET/MODEL/ACCESSORIES, SERIAL NO., STARTING METER, NOT FINANCED UNDER THIS AGREEMENT.

TERM AND PAYMENT INFORMATION

Form with fields for 48 Payments of \$ 279.27, Payment includes 13,000 B&W pages per month, and Billing Cycle.

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing.

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

Signature lines for GFI Digital, Inc. and Customer, dated 1-14-21.

FEDERAL TAX ID #

Signature lines for Lessor and Customer, dated 1-14-21.

TERMS AND CONDITIONS

Main body of the agreement containing 11 numbered sections: 1. AGREEMENT, 2. OWNERSHIP/PAYMENTS/TAXES AND FEES, 3. EQUIPMENT/SECURITY/INTEREST, 4. INSURANCE/COLLATERAL PROTECTION, 5. ASSIGNMENT, 6. DEFAULT AND REMEDY, 7. INSPECTIONS AND REPAIRS, 8. END OF TERM, 9. USA PATENT ACT NOTICE, 10. WARRANTY CONCERNS, 11. MAINTENANCE AND SUPPLIES.

NON-APPROPRIATION ADDENDUM

This is an addendum ("Addendum") to and part of that certain agreement between GFI Digital, Inc. ("we", "us", "our") and Camden, County of ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1633995 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

APPLICABLE TO GOVERNMENTAL ENTITIES ONLY

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE		
(As Stated Above)	<input checked="" type="checkbox"/>	
OUR SIGNATURE		
GFI Digital, Inc.	SIGNATURE	PRINT NAME & TITLE
		DATE
		LA-21

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**Adjourn:** With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Gohagan seconded the motion. The motion passed by vote: Commissioner Gohagan (Yes), and Commissioner Williams (Yes). Session closed at 10:29 A.M.

Ordered that the Commission adjourn until Tuesday January 19, 2021.

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*Greg Hasty, Presiding Commissioner*

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*Lisa Russell*

