

**OFFICIAL
COMMISSION MINUTES
APRIL 9th, 2018 2nd DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:38 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

FORMAL AGENDA

The County Commission met in the Commission Hearing Room at 9:04 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

Prayer and Pledge

Commissioner Williams entered the meeting at 9:06 a.m.

PUBLIC COMMENT

None.

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 9:06 a.m.

COMMISSION REMARKS

None.

MONTHLY BUDGE REPORT

Rick Findley, Taney County Auditor, came before the Commission to present the County's Monthly Budget Report. Commissioner Wyatt questioned as to when the Elected Officials and Department Heads will meet for this quarter. Commissioner Williams suggested that all Elected Officials and Department Heads get together next Monday.

APPROVE ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #449237 thru #449262 and #449264 thru #449311, Warrants #6973 thru #6976. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt left the meeting.

Commissioner Williams moved to approve Check #449263. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt returned to the meeting.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Previous Meeting Minutes dated April 2nd, 2018. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ANIMAL CONTROL JURISDICTIONAL AGREEMENT – CITY OF BRANSON #18-002AC

Commissioner Williams stated that he spoke with the City of Branson and it is okay to sign the Agreement and it will not prevent the County from doing any other agreements with them.

No. 18-002AC

AGREEMENT
(Animal Control)

THIS AGREEMENT, made and entered into on this 20th day of April ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Branson ("City"), a city of the 4th classification.

WITNESS:

WHEREAS, the County owns and operates an animal control facility ("Facility") for the purpose of providing care for lost, stray, vicious, sick and injured animals and ("Animals"); and

WHEREAS, the County and City desire to enter into this Agreement to enable the City to utilize the Facility and the resources of the County for the temporary shelter and care of Animals; and

WHEREAS, the County and City desire to set forth the respective duties and responsibilities of the parties; and

WHEREAS, section 70.220, RSMo, permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- Term.** The term of this Agreement shall be from the Effective Date to December 31, 2018, and shall automatically renew for additional one (1) year terms unless terminated by either of the parties.
- Covered Services.**
 - Care of Animals.** In consideration of the Intake Fee set forth in Schedule A, the County shall provide appropriate food, water, boarding, cleaning supplies and labor necessary in order to care for each Animal accepted by the Facility for the period of time set forth in Schedule A. The additional holding fee shall apply for any Animal housed longer than the holding period, as provided in Schedule A, at the option of the City. In the event the owner of an Animal is not located and the Animal is not claimed and redeemed, the County agrees to attempt to place each Animal for adoption or to provide a humane euthanasia.
 - Specified Vaccination of Animals.** Upon transportation and acceptance of an Animal by the Facility, the County shall vaccinate: (1) a canine Animal for parvo and upper respiratory/kennel cough; or (2) a feline Animal for leukemia and upper respiratory/kennel cough, pursuant to the Facility's Missouri Department of Agriculture License.

All Animals over the age of four (4) months that are transferred out of the Facility shall be vaccinated for rabies, or in the event the Animal is redeemed by the owner, the owner shall provide proof of the Animal's rabies vaccination. If the Animal is redeemed by the owner, and the owner is unable to provide proof of the Animal's rabies vaccination, the County shall charge the owner for the rabies vaccination (a "Fee"), pursuant to the schedule of fees attached hereto and incorporated herein by reference as Schedule A. If the Animal is not claimed and redeemed by the owner, the City shall be responsible for payment of the Fee to the County.

- Redemption.** The County shall charge the Redemption Fee set forth in Schedule A for an owner of an Animal to claim and redeem the Animal from the custody of the Facility.
- Transfer to Rescue.** Upon the request of the City, the County shall transfer an Animal to rescue for the cost of the Rabies Vaccination set forth in Schedule A plus the actual cost of fuel and time to transport the Animal to a rescue facility, to be paid by the City.
- Adoption.** In the event the owner of an Animal is not located and the Animal is not claimed by the owner and redeemed, the County may adopt an Animal in the custody of the Facility in accordance with the County's policy on adoptions. The Adoption Fee set forth in Schedule A covers the cost of veterinary services, including rabies vaccination and microchipping, which shall be paid by the person adopting the Animal, to the County.

3. **Non-Covered Services.**

- Animal Pickup, Transportation.** The City shall be responsible for transporting Animals to the Facility with its personnel and at its own expense. The City shall be responsible for the custody, care and control of Animals picked up or delivered to the City outside of the Facility's regular business hours at the City's own facility. The City shall not be permitted to deliver Animals to the Facility outside the Facility's regular business hours.
- Sick and Injured Animals; Veterinarian Expenses.** The Facility will not accept any sick or injured Animals, subject to the sole and absolute discretion of the County. Sick and injured Animals should be transported to the City's designated veterinarian. The City shall be responsible for contracting with a veterinarian in order to provide necessary and appropriate veterinary care for any Animal in its custody, and the City shall be responsible for any and all costs associated with veterinarian care provided to Animals in the City's custody or control. If after the intake of the animal, the Facility has reason to believe an Animal is sick, in the discretion of the Facility, and is in need of veterinary care,

City shall be responsible for costs incurred in order to stabilize the wellness of the Animal.

- Stray Hold.** The Facility will hold stray animals at the request of the City, and the City shall be responsible for the fees incurred.

- Fees.** In consideration for the Services described in paragraph 2, the City shall pay to County the fees (each a "Fee") set forth in Schedule A, which is attached hereto and incorporated herein by reference.
- Invoices and Billing; Payment.** The City shall complete an impound form requiring such information as is required by the County for each Animal presented to the Facility for acceptance. The County shall maintain a ledger of the date, time, species, and description of each Animal delivered to and accepted by the Facility. The County shall submit an invoice to the City on a monthly basis containing a description of the services provided by the County to the City under this Agreement. The City shall pay each invoice within 30 days of the date of the invoice.
- Termination.** This Agreement may be terminated by the County or City upon for any of the following reasons or under any of the following circumstances:
 - Upon thirty (30) days advance written notice by either party;
 - Due to a material breach of any term or condition of this agreement; or
 - If appropriations are not made available and budgeted for any calendar year.
- Assignment.** This Agreement may not be assigned by either party without written consent by the other party.
- Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the address set forth below or at such other address as either party shall designate by written notice to the other:

If to County: Taney County
132 David Street / P.O. Box 1086
Forsyth, Missouri 65653

If to City: Carrie Mungus
City of Branson
111 W. Mendota St. Suite 205
Branson, MO 65616
- Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

- Amendments.** This Agreement may not be amended, altered, or modified except by an instrument in writing duly executed by the parties hereto.
- Severability.** If any provision of this Agreement or any application thereof is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not be affected or impaired.
- Section Headings.** Section headings are for convenience only and shall have no legal effect or significance.
- Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specifications or contractual agreement.
- Governing Law; Venue.** This Agreement shall be governed by the laws of the state of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.
- Authority.** The parties represent and warrant that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken prior to execution of this Agreement.

[Remainder of Page Intentionally Blank – Signature Page Follows]

Commissioner Williams moved to approve the Jurisdictional agreement by and between Taney County and the City of Branson. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Chuck Pennel, Taney County Assessor, and Wesley Shoemaker, Chief Deputy Clerk, came before the Commission to present Court Orders.

*Personal Property Paid Abatements #300235- #300239

PP PAID ABATEMENTS											
Date:	9 APR 12 2018			Exhibit:	A						
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Disapproved	
300235	2017	PENDING	2018-03-27	1-85036-900	BELDEN CHRISTY	DID NOT OWN 01/01/17	0	-1760	✓		
300236	2015	PENDING	2018-03-28	1-97631-900	HANKINS DEVIN	2005 PICKUP DID NOT AUTO DEPRICATE	300	-1870	✓		
300237	2016	PENDING	2018-03-28	1-97631-900	HANKINS DEVIN	2005 PICKUP DID NOT AUTO DEPRICATE	1190	-1870	✓		
300238	2017	PENDING	2018-03-28	1-97631-900	HANKINS DEVIN	2005 PICKUP DID NOT DEPRICATE	1170	-1870	✓		
300239	2017	PENDING	2018-03-29	1-111299-900	HAZELL KARAH L & DALYN D	PAID TWICE FOR 2003 INTREPID.	100	-200	✓		

Commissioner Williams moved to approve Exhibit A dated April 9, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPOINTMENT TO PLANNING AND ZONING BOARD

Scott Starrett came before the Commission to discuss the appointment to the Planning and Zoning Board. Mr. Starrett requested that the Commission appoint Devin Huff.

Commissioner Williams moved to appoint Devin Huff to the Planning and Zoning Board effective April 10, 2018.

Commissioner Williams amended his motion to say:

Devin Huff, Road and Bridge Administrator to the Planning and Zoning Board effective April 10, 2018.

Commissioner Williams amended his motion to say:

Devin Huff, Road and Bridge Assistant Administrator, which will be the Road and Bridge Administrator, effective immediately upon the retirement of Randy Haes to the Planning and Zoning Board effective April 10, 2018.

Discussion ensued.

Commissioner Wyatt rescinded her second. Commissioner Williams rescinded his motion.

Commissioner Wyatt moved to appoint Devin Huff, Assistant Road and Bridge Administrator, to replace Randy Haes, Road and Bridge Administrator, effective April 10, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPOINTMENT TO TANEY COUNTY TRANSPORTATION ADVISORY BOARD

Commissioner Williams moved to appoint Devin Huff to the Taney County Transportation Advisory Board effective April 9, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DISCUSSION ON EARLY RETIREMENT

Ruth Denham with Human Resources presented the Commission with information from Taney County Attorney Travis Elliott.

Discussion ensued.

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

AMENDED AGREEMENT BETWEEN THE WHITE RIVER HISTORICAL SOCIETY, INC AND TANEY COUNTY #18-040CM

Presiding Commissioner Scofield read a letter dated April 2, 2018 from Travis Elliott which stated that he reviewed the amended agreement and approved it to form.

No. 18-040CM

**AMENDED AGREEMENT BETWEEN
THE WHITE RIVER VALLEY HISTORICAL SOCIETY, INC.
AND TANEY COUNTY, MISSOURI**

This amended agreement is entered into by Taney County, Missouri, a political subdivision of the State of Missouri (hereafter "County") and The White River Valley Historical Society, Inc., a not-for-profit corporation (hereafter "Society"), pursuant to Section 70.220 RSMo, for the mutual benefit of the parties and the public in providing for a common service.

WHEREAS, County and Society have previously entered into the agreement attached hereto as Exhibit A;

WHEREAS, County and Society wish to amend the terms of the agreement, as set forth below;

WHEREAS, the agreement as amended will be to the mutual benefit of the parties in providing for a common service of benefit to the public.

NOW, THEREFORE, County and Society, each for and in consideration of the promises of the other contained herein, agree:

- 1.) Exhibit A is incorporated herein by reference.
- 2.) Notwithstanding anything to the contrary contained herein, County may, in its sole discretion, pay amounts to Society, during the term of this agreement, in excess of the original limit of \$60,000 referenced in paragraph 2 of Exhibit A. The last sentence of paragraph 2 of Exhibit A is hereby deleted from the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement.

<p>TANEY COUNTY, MISSOURI</p> <p><i>Mike Scofield</i> Mike Scofield, Presiding Commissioner</p> <p><u>4/9/18</u> Date</p>	<p>WHITE RIVER VALLEY HISTORICAL SOCIETY</p> <p>Richard Swan, President</p> <p>_____ Date</p>
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No. 18-040CM

ATTEST: *Donna Neeley* 09 APR 2018
Donna Neeley, County Clerk

ATTEST: _____
Robberta Mesebrink, Secretary

Certification of Accounting Officer pursuant to Section 50.660 RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Agreement.

By: *Rick Findley* Date: 4/9/18
Rick Findley, Taney County Auditor

No. 17-199CM

Exhibit 'A'

**AGREEMENT BETWEEN
THE WHITE RIVER VALLEY HISTORICAL SOCIETY, INC.
AND TANEY COUNTY, MISSOURI**

This agreement is entered into by Taney County, Missouri, a political subdivision of the State of Missouri (hereafter "County") and The White River Valley Historical Society Inc., a not-for-profit corporation (hereafter "Society"), pursuant to Section 70.220 RSMo, for the mutual benefit of the parties and the public in providing for a common service.

WHEREAS, Society will continue to scan, digitize and index historical documents, including records of County governmental offices, and provide public access to these records; and

WHEREAS, Society will continue to operate and maintain a research library and historical museum at the White River Valley Historical Society and will operate and maintain the Branson Centennial Museum where historical documents and other items of historical interest and value are available for viewing by the public, free of charge; and

WHEREAS, Society will prepare and maintain maps of cemeteries in County, and compile information regarding individuals interred in the cemeteries, all of which will be available to the public; and

WHEREAS, Society will create and maintain oral histories from long-term residents of County, all of which will be available to the public, free of charge; and

WHEREAS, the activities of Society constitute a common public service of substantial value to the public and the County.

NOW, THEREFORE, County and Society, each for and in consideration of the promises of the other contained herein, agree:

- 1.) Society will perform the services and activities described herein.
- 2.) To assist with the expense of providing services to the public, County shall pay Society: \$20,000, due upon execution of this agreement by all parties; \$20,000, due no later than June 1, 2018; and an amount not to exceed \$20,000, due no later than September 1, 2018, said amount to be determined in the discretion of County upon the basis of need as demonstrated by Society prior to the due date for the payment. In no event shall the sum of the payments by County exceed \$60,000.
- 3.) The term of this agreement shall commence upon execution by all parties and shall terminate December 31, 2018.
- 4.) Society will obtain and maintain liability insurance coverage applicable to any claims for damage arising out of the activities of Society, and shall indemnify, release, and hold harmless County, its agents, employees and officers from any causes of action arising out of or in any way related to this agreement, financial support by County of Society, or the actions of Society.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

TANEY COUNTY, MISSOURI

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 1/2/18

ATTEST

I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by the County Commissioner who signed it, namely Mike Scofield, and that it was signed pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

ATTEST: *Donna Neeley* Date: 1/4/17
Donna Neeley, County Clerk

Certification of Accounting Officer pursuant to Section 50.660 RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Agreement.

By: *Rick Findley* Date: 1-3-18
Rick Findley, Taney County Auditor

WHITE RIVER VALLEY HISTORICAL SOCIETY

Richard Swan
Richard Swan, President

Date: 1-05-18

ATTEST: *Robberta Mesebrink* Date: 1-05-18
Robberta Mesebrink
Secretary

Commissioner Williams moved to approve the amended agreement by and between White River Historical Society and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams came before the Commission to give updates on the following topics:

- 4-H Youth Development
- Business Development Programs
- Community Development Programs
- Family Nutrition Education Programs

RECESS
9:41 a.m.

RECONVENE
10:05 a.m.

Presiding Commissioner *ms*; Eastern Commissioner *SW*; Western Commissioner *WU*

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

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

ADJOURNMENT

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

ADJOURN

10:38 a.m.

The Minutes were taken and typed by Deputy Clerk Ally Clemans.

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