

**OFFICIAL
COMMISSION MINUTES
AUGUST 20th, 2018 8th DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:37 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

RECESS
8:42 a.m.

RECONVENE
9:00 a.m.

PUBLIC COMMENT
None.

CALL TO ORDER
Presiding Commissioner Scofield called the Commission meeting to order at 9:02 a.m.

FORMAL AGENDA

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

COMMISSION REMARKS
Next Week, the County Commission Meeting will be on Tuesday instead of Monday due to the Tax Sale on Monday.

APPROVE ACCOUNTS PAYABLE
Commissioner Williams moved to approve Checks #451046 thru #451118, Warrants #7044, and no Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

9:03 a.m. Commissioner Wyatt left the meeting

Commissioner Williams moved to approve Check #450981. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (absent)

9:03 a.m. Commissioner Wyatt entered the meeting

APPROVAL OF PAYROLL
Commissioner Williams moved to approve Payroll. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES
Commissioner Wyatt moved to approve Previous Regular Session Minutes dated August 13th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), and Wyatt (aye).

ATTRACTIONS MANAGEMENT GROUP LLC, AGREEMENT #15-095PZ

AGREEMENT

THIS AGREEMENT (hereinafter "Agreement") is made on this _____ day of _____, 2018, by and between Attractions Management Group, LLC ("AMG"), and Taney County, Missouri ("County").

WHEREAS, AMG desires to hold the Immanuel Gift of Lights event on Expressway Lane, in Taney County, Missouri, beginning no earlier than Oct 31st, 2018 through December 31st, 2018 during the periods of time specified herein ("Event"); and

WHEREAS, the County and AMG desire to set forth the terms and conditions of the respective parties in writing; and

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

- Event.** County agrees to limit access in and restrict Expressway Lane to one-way traffic for the period from as early as October 31, 2018, through December 31, 2018, during the hours from approximately 4:00 p.m. up to 12:00 a.m. each day, in order to permit AMG to conduct the Immanuel Gift of Lights event ("Event"). To improve the flow of traffic, one way traffic shall operate from the circle drive where the ticket booth is located to the end of Expressway Lane, where it intersects with Roark Valley Rd. Temporary Signage may be installed indicating the presence of one-way traffic during the specified hours at Expressway Lane and Roark Valley Rd, and where Expressway Lane intersects with Royal Oak Rd.
- Notification of Residents and Property Owners.** AMG agrees to provide thirty (30) days advance written notice to all residents, tenants, and property owners of property located adjacent to, or that access property from Expressway Lane, of the date and time periods that the use and access of Expressway Lane will be restricted and limited, as set forth in paragraph 1. During all time periods relevant to this Agreement, AMG shall not prohibit or restrict access to the individuals set forth in this paragraph.
- Term.** The effective date of this Agreement shall be the date it is signed by the parties, and shall be effective through December 31, 2018, subject to the terms and conditions set forth herein. The term of this Agreement may be renewed for an additional one (1) year period, by written agreement of the parties. The County may immediately terminate this Agreement for a material breach of this Agreement by AMG.
- Dispute.** In the event of any controversy or claim arising out of or relating to this agreement, or a breach thereof, the parties hereto shall first attempt to settle the dispute by working together to understand the issue and search for acceptable solutions for all parties involved.
- Insurance.** AMG agrees to obtain and maintain a general liability (including premises liability) or a combination of general liability and excess liability insurance coverage for the Event (and specifically including Expressway Lane) which names Taney County, Missouri, the County Commission, and their officers and employees as additional insureds (collectively "County"), subject to and without waiving County's sovereign, governmental and

- Official Immunity.** Such policy or policies shall provide coverage of at least one million dollars (\$1,000,000) per person and two million dollars (\$2,000,000) in the aggregate, and shall be written by a company authorized to do business in the State of Missouri and reasonably approved by the County. The certificate or other proof of insurance provided to County shall state unconditionally that County will be provided at least thirty (30) days written notice of any cancellation, termination, or expiration of such insurance coverage. Failure to provide a certificate of insurance evidencing such coverage at least thirty (30) days prior to the Event shall constitute a material breach of the Agreement and may result in immediate termination of this Agreement by the County.
- Liability/Indemnity.** In no event shall the County be liable to AMG or third parties for special, indirect or consequential damages arising out of or in any way connected with the subject matter of this Agreement. AMG shall defend, indemnify, and hold harmless the County, including its officers and employees, from any and all claims, liabilities, injuries, suits, demands, or expenses, of any and all kinds that may result or arise out of the subject matter of this Agreement, whether based on a claim for damages to real or personal property or to a person, including personal injury or death, for any matter relating to or arising out of this Agreement, including the use of Expressway Lane arising out of the Event described in paragraph 1, above. AMG, and its officials, employees, insurers, and agents shall not attempt to subrogate any claim arising out of the subject of this Agreement against County, or its insurers.
- Survival.** The requirements of paragraphs 4 and 5 shall survive termination or expiration of this Agreement.
- No Waiver.** Nothing in this Agreement shall constitute a waiver by the County of any sovereign, governmental, or official immunity, including but not limited to the provisions set forth in section 337.610, RSMo.
- No Assignment.** This Agreement may not be assigned by either party without the written consent of the other party.
- No Joint Venture.** This Agreement shall not create, or be interpreted to create, a joint venture or partnership between AMG and the County. AMG, its employees, representatives and agents shall have no authority to act for or on behalf of the County or to bind the County to any contract or agreement.
- Compliance with Laws.** During the term of this Agreement, AMG shall comply with all applicable state and federal laws and regulations.
- Governing Law/Venue.** This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the state of Missouri.
- Entire Agreement.** This Agreement may not be modified, amended, or altered unless in writing, and signed by the parties.

- Authority.** The parties represent and warrant that the individuals executing this Agreement on behalf of the respective parties have received the appropriate approvals and authorization necessary to enter into this Agreement and that the same has been approved by the appropriate governing body or decision-maker of the respective party.
- Traffic Barricades.** The County will provide traffic barricades for the event, if available.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last set forth below.

ATTRACTIONS MANAGEMENT GROUP, LLC

By: _____ Date _____

TANEY COUNTY, MISSOURI

Mike Scofield 8/20/18
Mike Scofield, President, Commissioner Date

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, and that it was signed pursuant to a duly passed motion of the Taney County Commission approving the Agreement.

Donna Neeley 8/20/18
Donna Neeley, County Clerk Date

No. 13-095PZ

Certificate of Accounting Officer Pursuant to 50.660, RSMo.

The undersigned, as Budget and Accounting Officer for Taney County, Missouri, certified that there is a balance otherwise unencumbered in the county treasury in 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.

Rick Findley 8/20/18
Rick Findley, County Auditor Date

Commissioner Wyatt moved to approve the Attraction Management Group LLC, agreement expiring December 31st, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PLANNING AND ZONING BOARD DISCUSSION AND APPOINTMENT

Scott Starrett came before the Commission to speak on the appointment of the Planning & Zoning Board.

Commissioner Williams move to accept and approve the resignation letter from Brad Lawrence from the Planning & Zoning Board. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt move to appoint Randy Haes to serve on the Beaver Township beginning August 20th, 2018, to expire December 31st, 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 HOLLISTER

AGREEMENT
(Animal Control)

THIS AGREEMENT, made and entered into on this 7th day of August, 2018, ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Hollister ("City"), a city of the _____ 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, housing, 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 FeLVemia and upper respiratory/kennel cough, pursuant to the Facility's Missouri Department of Agriculture License.

- 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, in the County.
- 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 Vaccination 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 in 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.

Presiding Commissioner MS; Eastern Commissioner SW; Western Commissioner WJ

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

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

4. **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.

5. **Invoices and Billing Payment.** The City shall complete an invoice 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.

6. **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.

7. **Assignment.** This Agreement may not be assigned by either party without written consent by the other party.

8. **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
Troy, Missouri 65053

If to City: City of Hollister
P.O. Box 439
Hollister, MO. 65673

9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their

10. **Amendments.** This Agreement may not be amended, altered, or modified except by an instrument in writing duly executed by the parties hereto.

11. **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.

12. **Section Headings.** Section headings are for convenience only and shall have no legal effect or significance.

13. **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.

14. **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.

15. **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]

IN WITNESS WHEREOF, the parties herein have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF Hollister


By Dan J. Lee
MAYOR

ATTEST:
Brenda Papp
CITY CLERK

TANEY COUNTY, MISSOURI

By Mike Scofield
MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST:
Donna Feeley
DONNA FEELEY
TANEY COUNTY CLERK



AUDITOR CERTIFICATION

In accordance with 50.660, RSMo., I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time).

Rick C. Findley
Rick Findley, Auditor

Date: 8/20/18

Commissioner Williams moved to approve the Agreement by and between Taney County and the City of Hollister for Animal Control. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Presented by Wesley Shoemaker, Taney County Chief Deputy Clerk.

*3 Erroneous Assessments #203757, #203758, and #203759

ERRONEOUS ASSESSMENT

Date: 8/20/18 Exhibit: A

Assessment Number	Abate	Assess Date	Assess	Parcel	Name	Reason	Ind Res	Ad Res	Ind Ag	Ad Ag	Ind Com	Ad Com	Notes	Approved	Disapproved
203757		2018-08-01	2018-08-13	08-210-04-000-000-012-004	AMARA APOLINAR AGENT FOR RODOLFO A RAMPELO	ERRONEOUS ASSESSMENT	100	0	0	0	0	0	28090		
203758		2018-08-01	2018-08-13	08-210-04-000-000-012-004	AMARA APOLINAR AGENT FOR RODOLFO A RAMPELO	ERRONEOUS ASSESSMENT	100	0	0	0	0	0	28090		
203759		2018-08-01	2018-08-13	08-210-04-000-000-012-004	AMARA APOLINAR AGENT FOR RODOLFO A RAMPELO	ERRONEOUS ASSESSMENT	100	0	0	0	0	0	27940		

Commissioner Wyatt moved to approve Abatement Exhibit A for August 20th, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

RECESS

9:18 a.m.

RECONVENE

9:32 a.m.

EXECUTIVE SESSION

9:32 a.m.

EXECUTIVE SESSION PER SECTION 610.021.1 (LEGAL)

Taney County Commission Conference Room

See Executive Session Minutes for motions made or votes taken.

END OF EXECUTIVE SESSION

9:40 a.m.

RECESS

9:40 a.m.

RECONVENE

10:20 a.m.

PLANNING AND ZONING CODE BOOK WORK SESSION

Taney County Commission Conference Room

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, County Clerk Donna Neeley, and Planning & Zoning Administrator Scott Starrett

Discussion ensued about the Planning & Zoning Code Book.

10:35 a.m. Commissioner Wyatt stepped out

10:36 a.m. Commissioner Williams stepped out

10:37 a.m. Commissioner Williams came back in

10:40 a.m. Commissioner Wyatt came back in

11:25 a.m. Donna Neeley stepped out

11:30 a.m. Donna Neeley came back in

11:58 a.m. Scott Starrett left

RECESS

11:59 a.m.

RECONVENE

2:00 p.m.

PRE-BUDGET DISCUSSION

Taney County Commission Conference Room

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, Donna Neeley, Dub Dustin, Amy Strahan, Rick Findley, Chuck Pennel, Devin Huff, Denzil Brown, Carol Davis, Jeff Merrell, Tony Mullen, Melanie Smith, Robert Dixon, Jody Stahl, David Clark, Mona Cope, and Darlene Rea

Discussion ensued about the Taney County Budget.

RECESS

2:43 p.m.

RECONVENE

2:57 p.m.

DAILY STAFF REVIEW AND AGENDA REQUEST

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, Donna Neeley, and Shanna Tilley

The Commission met with their staff to review the day's business and go over 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
3:08 p.m.

The Minutes were taken by County Clerk Donna Neeley and Deputy Clerk April Deal and typed by Deputy Clerk April Deal.

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