

**OFFICIAL  
COMMISSION MINUTES  
SEPTEMBER 24<sup>th</sup>, 2018 14<sup>th</sup> DAY OF  
THE JULY ADJOURN TERM**

**PRELIMINARY STUDY**

The County Commission met in the Commission Conference Room at 8:36 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

**RECESS  
8:45 a.m.**

**RECONVENE  
9:00 a.m.**

**PUBLIC COMMENT**  
Marcia Schemper-Carlock

**CALL TO ORDER**  
Presiding Commissioner Scofield called the Commission meeting to order at 9:04 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**

Commissioner Wyatt wanted to acknowledge and thank the Planning and Zoning Administrator Scott Starrett and John Soutee the County's Environmental Specialist for having the County logo on so that way when they go to a site the public knows they are out doing their job.

**APPROVE ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #451636 thru #451703, Warrant #7067, and one Journal Entry. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes dated September 17, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes dated September 10, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes dated September 17, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**CITY OF HOLLISTER REQUEST FOR FUNDING – ASHLEY SQUARE LIFT STATION REHABILITATION PROJECT**

John Soutee, Taney County Environmental Services Project Coordinator, and Terry Brasher, City of Hollister Public Works Supervisor, came before the Commission to request funding for the Ashley Square Lift Station Rehabilitation Project in the City of Hollister.

**INTER-GOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
TANEY COUNTY, MISSOURI  
AND  
THE CITY OF HOLLISTER  
ASHLEY SQUARE LIFT STATION REHABILITATION PROJECT**

**THIS AGREEMENT** is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Hollister (hereinafter referred to as "City").

**WITNESSETH:**

**WHEREAS**, the County is a political subdivision of the State of Missouri; and

**WHEREAS**, the City is a political subdivision of the State of Missouri; and

**WHEREAS**, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

**WHEREAS**, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their wastewater infrastructure. It has been determined that the Project (Ashley Square Lift Station Rehabilitation Project) is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. This project will provide for upgrades to the lift station that will improve the performance and operational efficiency of the facility. Upgrades to be made through this project include the following:

1. Installation of new discharge piping, check valves and gate valves.
2. Installation of two new Barnes 7.5 hp lift pumps.
3. Electrical modifications as necessary to accommodate new lift pumps.

**NOW, THEREFORE**, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

**I. Scope of Agreement**

**A. The County Agrees:**

1. To provide funding for the Ashley Square Lift Station Rehabilitation Project up to \$45,009.76. No additional Sewer Sales Tax funds above that stated in this agreement will be allocated to the Project without prior written approval from the County Commission prior to any additional work being performed.
2. Unless an invoice requires immediate payment under the terms of the Project contract or due to an emergency, the County will pay the City, by the fifteenth of each month, for all invoices received and remaining unpaid on the Project since the County's last monthly payment, which have been approved by the City's Representative. The invoices must be presented to the County Commission, for its approval, at least fourteen days prior to payment. All invoices must meet all applicable laws, regulations and requirements before the County is obligated to issue payment.
3. That the Taney County Environmental Services Project Coordinator will review the final Project plan with the City and verify for the County Commission that this Project meets the criteria necessary to be funded through the Sewer Sales Tax. The County Environmental Services Project Coordinator will review Project reports submitted by the Project Representative, and approved by the City Representative, to ensure the Project is satisfactorily completed.
4. That the Taney County Environmental Services Project Coordinator will review written progress reports submitted by the Project Representative, and approved by the City Representative, on a monthly basis.
5. That the Taney County Environmental Services Project Coordinator will review all Project invoices and provide timely written approval to be submitted to the County Commission confirming that the work has been completed.
6. That the Taney County Environmental Services Project Coordinator will advise the County Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project, and shall assist the City in

requesting from the County Commission a written order, on the record, approving the additional Sewer Sales Tax funds needed.

**B. The City Agrees:**

1. Upon receipt of the County's written approval of the Project, the City shall proceed with the steps necessary to oversee and complete the Project.
2. To provide the Taney County Environmental Services Project Coordinator and the Commission with written monthly reports to ensure the Project is being satisfactorily completed.
3. To advise the Taney County Environmental Services Project Coordinator and the Commission in writing if additional Sewer Sales Tax funds will be needed to complete the Project. The City shall obtain the County Commission's written order, on the record, prior to the work being performed which requires additional compensation to be paid in excess of the funds recited in Section I (A).
4. To inform the Contractor in its initial contract, that no additional money above the amount stated in the contract will be allocated to the Project without prior written approval from the County Commission prior to any additional work being performed for which payment of additional money is requested.
5. Submit invoices generated by the Project to the Taney County Environmental Services Project Coordinator for submission to the Commission.

**II. Term**

This Agreement shall become effective upon execution by the parties, the passage of any ordinances and/or resolutions as may be required to approve of this Agreement shall be the responsibility of each party and shall be adopted in advance of executing the Agreement. This Agreement shall remain in full force and effect until the Project is complete, but no later than **November 10, 2018**, unless terminated earlier in accordance with the terms hereof. In the event of delay resulting from interrupting weather conditions, strikes, material shortages or supply delays, or other unforeseen acts or conditions uncontrollable by any of the parties, the City shall communicate such in writing to the County with supporting documents so that the County may review the circumstances of the delay and approve an extension of the deadline for the Project.

**III. Termination**

If the City believes that the Project contemplated in this Agreement should not go forward because the Project is no longer feasible, the City may request that the Agreement be mutually terminated; which mutual termination request shall be in writing and shall not be unreasonably withheld by the County. Further, any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued or incurred prior to such termination. However, failure of the City to fulfill its obligations under this Agreement in a satisfactory manner shall constitute a breach of contract and the County shall have the right to terminate the agreement after giving the City 30 days written notice of any breach in the City's fulfillment of the requirements outlined in the Agreement. In the event that the recognized deficiency has not been cured within said 30 day period, this Agreement shall be terminated unless additional time is mutually agreed upon, in writing, to cure said breach. In the event this Agreement is terminated by failure of the City to perform its obligations under this Agreement, the City shall return all money or proceeds to the Sewer Tax Account which were expended on the Project but which did not benefit or improve the City's sewer system, and therefore, do not comply with the capital improvement requirement for expenditure of the Sales Tax funds.

**IV. Amendment**

Amendments to this Agreement may be proposed by either party upon written notice to the other party. However, such amendments shall become effective only upon execution by both parties hereto.

**V. Notices**

Any notices required hereunder shall be addressed as follows:

**TO COUNTY:**

Mike Scofield, Presiding Commissioner  
Taney County Missouri  
P.O. Box 1086  
Forsyth, MO 65653

John Soutee  
TCES  
P.O. Box 944  
Forsyth, MO 65653

**With Copy to:**  
Shanna Tilley  
Commissioners Assistant  
P.O. Box 1086  
Forsyth, MO 65653

**To City:**  
Bridget Epps, City clerk  
City of Hollister  
P.O. Box 638  
Hollister, MO 65672

#### VI. Allocation of Liability

The County and City agree that each party will assume its own liability for all claims, judgments, causes of action, damages, and expenses of whatsoever nature incident to, or resulting from, each entity's individual activities or required performance of the terms of this Agreement or liability, damages and expenses arising out of performance of the obligations stated in this Agreement or the sewer improvement Project.

#### VII. Attorney Fees

In the event of any lawsuit or legal action to enforce or interpret any provision of this Agreement, the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the lawsuit, legal action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is ultimately and finally decided, with no further appeal.

#### VIII. Indemnity/ Liability Insurance

Without limiting any other obligations under this Agreement, the City shall secure and maintain at its own individual cost, throughout the duration of this Agreement, liability insurance of such type and in such amounts as may be necessary to protect them and the interests of the County against all risks of loss and liability which may arise out of the City's performance of this Agreement, or the Project to be funded by this Agreement, including but not limited to general liability coverage, wrongful termination, employee rights under federal or state statutes, or Missouri common law.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of the County's, the City's rights or defenses with regard to each entities' applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event that any lawsuit based upon a claim, action, loss, cost, expense or damage arising out of the Project contemplated in this Agreement is filed against the County based on the City's actions, the City shall defend and indemnify the County, its elected officials and employees at its sole cost and expense; provided that the County retains the right to participate in such suit, at its expense. If any question or interpretation of law is involved, the County may, at its expense, participate in and prosecute or defend such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the sole and direct actions of the City, then the City shall satisfy the same in full.

This Project is not a joint venture or undertaking and the County shall not be responsible for the City as agents of the County, nor shall the City be responsible for the County's actions.

#### IX. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is it the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon the parties except as herein provided or as amended by unanimous written agreement.
- B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and City respectively to enter into this agreement, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- C. No transfer or assignment of this Agreement, or any part hereof or interest herein, shall be made unless all of the parties unanimously approve such transfer or assignment in writing.
- D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: Mike Scofield  
Mike Scofield, Presiding  
Commissioner of Taney County

Date: 9/24/18

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

Donna Neeley  
Donna Neeley, County Clerk

Date: 9/24/18

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, 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, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement for the City of Hollister's Ashley Square Lift Station Rehabilitation Project.

Rick Findley  
Rick Findley  
Taney County Auditor

Date: 9-24-18

City of Hollister

By: David G. Tate  
David G. Tate, Mayor

Date: 9-6-18

ATTEST: I, Bridget Epps, the City Clerk for the City of Hollister, hereby attest that the above Agreement was executed by the Mayor of the City of Hollister, pursuant to a duly passed motion of the Board of Aldermen approving this Agreement.

Bridget Epps  
Bridget Epps, City Clerk

Date: 9-6-18

APPROVED AS TO FORM:



[Signature]  
Attorney for City of Hollister

Date: 9-6-18

[Signature]  
Attorney for Taney County

Date: 8-27-18

Commissioner Williams moved to approve the city of Hollister request for the Ashley Square Lift Station Rehabilitation Project by and between Taney County and the City of Hollister. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**BID RECOMMENDATION FOR AUTO BODY REPAIR SERVICES #201808-416**

Ron Erickson, Taney County Purchasing Advisor, and Devin Huff, Taney County Road and Bridge Administrator, came before the Commission to present the Bid Recommendation for Auto Body Repair Services.

Commission Williams moved to award Bid #201808-416 to Jim's Auto Body as the primary. Commission Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commission Williams moved to award Bid #201808-416 to Kivett's Body Shop as secondary. Commission Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**CORONER'S DISCUSSION – LAGERS/CERF**

Tony Mullen, Taney County Coroner, and Stephanie Spencer, Taney County Deputy Clerk, came before the Commission to ask that the former resolution regarding LAGERS be reinstated.

Dawn Bilyeu, Accounts Payable and Payroll Administrator, joined the Commission to answer some questions.

No motions were made but the Commission will have the County Attorney look over the old resolution before reinstating it.

**TANEY COUNTY PERSONNEL POLICY – AMENDMENT #2018-02 (13-3 AND 13-10)**

Ruth Denham, Human Resources Administrator, came before the Commission to present the two amendments to the Personnel Policy. Both amendments fall under the substance abuse policy.

Devin Huff, Taney County Road and Bridge Administrator, joined the discussion to answer a question.

Commissioner Williams moved to approve the amendment to the Taney County Personnel Policy Manual #2018-02 which adds to sections 13-3 and 13-10. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MODOT MONTHLY UPDATE**

Update did not take place.

**RECESS**

9:27 a.m.

**RECONVENE**

10:14 a.m.

**ROAD & BRIDGE ROUND TABLE DISCUSSION**

*(Taney County Commission Conference Room)*

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Devin Huff, Denzil Brown, Larry Henderson with Hartman and Co., and Spencer Jones and James Sutton with Great River Engineering.

Commissioner Williams entered the meeting at 10:16 a.m.

The Commission discussed the Agreement with the Corp of Engineers for the expected date of completion for the Coon Creek Bridge project.

**RECESS**

11:27 a.m.

**RECONVENE**

**11:41 a.m.**

Devin and Denzil left the meeting at 11:52 a.m.

**DAILY STAFF REVIEW AND AGENDA REQUEST**

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, 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**

**12:07 p.m.**

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

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