

# **OFFICIAL MINUTES**

**JUNE 11, 2012, 21ST DAY OF  
THE APRIL ADJOURN TERM**

The County Commission met in the Commission Hearing Room at 8:30 a.m. with Ron Houseman, Danny Strahan and Jim Strafuss present. The following proceedings were had and made a matter of record:

## **PRELIMINARY STUDY MEETING**

The County Commission met to review previous meeting minutes and accounts payable.

## **PUBLIC COMMENT**

There was no public comment.

## **CALL TO ORDER**

Presiding Commissioner Houseman called the June 11, 2012 meeting to order at 9:00 a.m.

## **PRAYER**

Treasurer Helen Soutee led the prayer.

## **PLEDGE OF ALLEGIANCE**

Commissioner Strahan led the Pledge of Allegiance.

## **PREVIOUS MEETING MINUTES**

Commissioner Strafuss moved to approve previous meeting minutes dated May 31, June 4, and June 7, 2012 with corrections. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

## **ACCOUNTS PAYABLE/JOURNAL ENTRIES/TRANSFERS**

Commissioner Strafuss moved to approve accounts payables as follows: Commissioner Strahan seconded the motion. Commissioner Houseman stated that within Accounts Payable was a check for \$2500 to SREP previously held. After a discussion with the Springfield Chamber, it was determined funds would not go toward election funding. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

## ACCOUNTS PAYABLE

DATE 6/11/2012

CHECKS		WARRANTS	
<u>329273</u>	to	<u>329344</u>	<u>5635</u>
<u>329345</u>	to	<u>329348</u>	<u>5636</u>
<u>329349</u>	to	<u>329391</u>	<u>          </u>
			<u>          </u>

### TRANSFERS

1. JE-REASSIGNMENT OF FUNDS FROM CO CLERK TO ELECTION FUND
2. JE-REASSIGNMENT OF FUNDS FROM CO CLERK TO ELECTION FUND
3. JE- PAPER USAGE
4. TRANSFER -FROM MAINTENANCE TO R&B

Please sign and date that you have reviewed the included information.

Date	Time	Signature	Comments
6/7/2012	2:00PM		


### NOT APPROVED

CHECKS                      TRANSFERS


COMMENTS:

### COMMISSION APPROVAL

  
 \_\_\_\_\_  
 Ronald D. Houseman, Presiding Commissioner

  
 \_\_\_\_\_  
 Jim Strafuss, Western District Commissioner

  
 \_\_\_\_\_  
 Danny Strahan, Eastern District Commission

Please keep accounts payable in the order in which you receive them.

## **MONTHLY BUDGET REPORT**

An updated Monthly Budget Report was received by Auditor Rick Findley. Additional expenses for the Transfer Station were reviewed and determined to be a result of the tornado damage.

## **AGENDA REQUESTS REVIEW**

Nikki Lawrence met with the Commission to review agenda requests.

## **FUNDING AGREEMENT**

The Commission reviewed a funding agreement for Capital Improvements between Taney County, the Regional Sewer District and the Village of Bull Creek. Commissioner Strafuss moved to approve the funding agreement as presented. Commissioner Strahan seconded the motion for discussion. The agreement was already signed by Chairman of the Board of Bull Creek Village, the Regional Sewer District, and was drafted by Taney County Legal Counsel. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

**INTER-GOVERNMENTAL FUNDING AGREEMENT  
TANEY COUNTY, MISSOURI  
AND  
TANEY COUNTY REGIONAL SEWER DISTRICT  
AND  
THE VILLAGE OF BULL CREEK, MISSOURI  
VILLAGE OF BULL CREEK WASTEWATER COLLECTION SYSTEM CAPITAL  
IMPROVEMENT PROJECT**

**THIS AGREEMENT** is made and entered into between the Taney County, Missouri (hereinafter referred to as "County"), the Taney County Regional Sewer District (hereinafter referred to as "District") and the Village of Bull Creek (hereinafter "City").

**WITNESSETH:**

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

**WHEREAS**, the District is a political subdivision of the State of Missouri governed by Chapter 204, formerly known as Chapter 644 and renumbered in 1986, and the District has the power to establish, construct, reconstruct, improve, repair, operate, and maintain sewer systems and treatment facilities pursuant to §204.320; and

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

**WHEREAS**, pursuant to section 70.220 RSMo, the County, District 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 and District entered into an Intergovernmental Agreement on or about December 29, 2011, whereby the District would assist with improvements to Taney County sewer systems through projects utilizing expenditures of sewer sales tax funds; and

**WHEREAS**, the County has approved under the 2012 Budget the funding for the Construction Phase of a sewer improvement project known as the Wastewater System Capital Improvement Project;

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

The Whereas clauses above are incorporated herein as if fully set forth.

**I. Scope of Agreement**

**A. The County Agrees to**

1. Provide funding for the Construction Phase of the Wastewater System Capital Improvement project up to **\$19,490.33**. *No additional money above that stated in this*

*agreement will be allocated to the project without prior written approval from the Commission prior to the 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 on a monthly basis, by the fifteenth of each month, for the invoices then due on the project which have been approved by the District and the City's engineer or project manager. The invoices must be presented to the Commission at least seven days prior to approval for payment.

**B. The District Agrees to**

1. After the concept phase is complete, review the final project plan with the City and verify for the Commission that this project meets the criteria necessary to be funded through the Sewer Sales Tax Fund.
2. Review engineering reports submitted by the project engineer, or project manager if no engineer is overseeing the project, to ensure the project is properly constructed and satisfactorily completed.
3. Review written progress reports submitted by the project engineer, or project manager if no engineer is overseeing the project, on a monthly basis.
4. Review all project invoices and provide written approval to be submitted to the Commission confirming the work has been completed.
5. Advise the Commission in writing if additional money will be needed to complete the project, and shall assist the City in obtaining the Commission's order in writing and on record, prior to the work being performed calling for the additional compensation to be paid.

**C. The City Agrees to**

1. Once the construction of the project is approved by the County, the City shall obtain bids necessary to proceed with the construction phase of the project.
2. Proceed with the necessary steps to oversee the construction of the project.
3. Provide the District with monthly engineering/inspection reports to ensure the project is being properly constructed and satisfactorily completed.
4. Provide the District written progress reports developed by the project engineer, or project manager if no engineer is overseeing the project, on a monthly basis.
5. Advise the District and Commission in writing if additional money will be needed to complete the project, and shall obtain the Commission's order in writing and on the record, prior to the work being performed calling for the additional compensation to be paid.
6. Inform the Contractor that no additional money above that stated in this agreement will be allocated to the project without prior written approval from the Commission prior to the work being performed.

## II. Term

This Agreement shall become effective as soon as signed by all parties and shall remain in force until September 30, 2013, unless terminated earlier in accordance with its terms herein.

## III. Termination

This Agreement may be terminated by mutual consent of the parties if it is determined that the project contemplated in this Agreement will not go forward. Any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

## IV. Amendment

Amendments to this Agreement may be proposed by any party upon written notice to the other parties, and such amendments shall become effective as soon as signed by all parties hereto.

## V. Notices

Any notices required hereunder shall be addressed as follows:

### To County:

Ronald D. Housman, Presiding  
Commissioner  
Taney County, Missouri  
P. O. Box 1086  
Forsyth, Missouri 65653

With copy to:

Nikki Lawrence  
Commissioners Assistant  
P. O. Box 1086  
Forsyth, Missouri 65653

### To Municipality:

Jody Lemaster, Board Chairman  
Village of Bull Creek, Missouri  
216 Ashland  
Bull Creek, MO 65616

With copy to:

Sherrie Anderson, City Clerk/Manager  
216 Ashland  
Bull Creek, MO 65616

### To District:

Nathan Easley, Chairman of the Board,  
Taney County Regional Sewer District  
P.O. Box 206  
Forsyth, MO 65653

With copy to:  
John Soutee, Administrator  
P.O. Box 206  
Forsyth, MO 65653

With Copy to the City:

## **VI. Allocation of Liability**

The County, District and City agree that each party will assume its own liability for all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, its activities or performance 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 suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, 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 tried, heard, or decided.

## **VIII. Indemnity/ Liability Insurance**

Without limiting any other obligations under this agreement, the District and City shall secure and maintain at its own cost, throughout the duration of this agreement, liability insurance of such type and in such amounts as may be necessary to protect it and the interests of Taney County against all risks of loss and liability which may arise out of the District's or City's performance of 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 Taney County's, the City's or the District'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 any suit based upon a claim, action, loss, cost, expense or damage arising out of the project contemplated in this Agreement is brought against the County based on the City's or District's actions, the City and the District 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. If any important principle of governmental or public law is involved, the County may, at its expense, participate in and prosecute such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the City's or District's actions, the City and/or District, or both, shall satisfy the same in full.

## **IX. Miscellaneous**

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is 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 unless stated herein.

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- B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County, City and District Board, respectively, 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 thereof or interest therein, shall be made unless all of the parties first 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.

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**SIGNATURE PAGE FOR INTERGOVERNMENTAL FUNDING AGREEMENT  
REGARDING Bull Creek**

County of Taney, Missouri

By: Ronald D. Housman  
Ronald D. Housman,  
Presiding Commissioner

**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 Ronald D. Housman, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

Donna Neeley  
County Clerk, Donna Neeley

**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 with the Taney County Regional Sewer District for the Short Creek Gravity Sewer Alternative Feasibility Study project.

By: Rick C. Findley  
Rick Findley  
Taney County Auditor

Date: 6/11/12

**Taney County Regional Sewer District**

27761-004/Village of Bull Creek Sewer Agreement 489278

By Nathan Fasley  
Mr. Nathan Fasley  
Chairman of the Board

ATTEST: I, Susie Braden, the Secretary of the Taney County Regional Sewer District, hereby attest that the above agreement was executed by the Chairman of the Board of the Directors of the Taney County Regional Sewer District, Nathan Fasley, pursuant to a duly passed motion of the Board of the District approving the agreement.

Susie Braden  
Secretary, Susie Braden

City of Bull Creek Village

By LoAnn LeMaster  
Title: Chairman Board of Trustees

ATTEST: I, Sherrie, the Secretary of the Board of Aldermen, hereby attest that the above agreement was executed by the Chairman of the Board of the Board of Aldermen of the Village of Bull Creek, Missouri, pursuant to a duly passed motion of the Board of Aldermen approving the agreement.

Sherrie Anderson  
Secretary, \_\_\_\_\_

## **COURT ORDERS & ABATEMENTS**

Clerk Donna Neeley went before the Commission regarding Court Orders and Abatements. A letter from Church Army had been received and contact had been made with the State Tax Commission. Commissioner Strafuss moved to approve abatement 2013003. Commissioner Strahan seconded the motion for discussion. Commissioner Strahan said the property had become a school Commissioner Strafuss said statute 137.270 gives the Commission the authority and qualified this property an exemption. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

The other abatement was for Ozark Mountain Inn, a building needing removed. State Tax Commission sent a reminder of pro-rata on commercial property stating the Commission had no authority. Discussion ensued. The Commission directed Ms. Neeley to hold the additional abatement for Summer BOE.

## **T HIGHWAY PROJECT**

Randy Haes with Road and Bridge went before the Commission to discuss a T Highway Project. Commissioner Strafuss updated Commissioner Houseman on the previous discussion regarding the project. Commissioner Strahan said flooding of buildings needed to be made a matter of record.

MODot Project Manager Linda Bokel addressed the Commission to inform them of the T Highway project. Affected property owner John White discussed possible solutions with Ms. Bokel. MODot was still trying to keep the project on budget but would review Mr. White's suggestions. Discussion ensued. Ms. Bokel said she would negotiate with Mr. White and the County would get a copy of any documentation. Ms. Bokel thanked the Commission for getting involved.

Mr. White addressed the Commission with other concerns. Restoration of the 55' entry way to his property as it was now only 50', as well as installing a rock retaining wall were two issues. Ms. Bokel said there was a good possibility a wall could be built and a better ditch would be made and brought in front of the wall to leave it as it was prior to construction. Ms. Bokel said she would keep the Commission and Mr. White informed of negotiation progress.

## **UNIVERSITY OF MISSOURI EXTENSION UTILITY CHARGE**

The Commission gave direction to the Auditor's office to apply University of Missouri Extension utility charges to the utility line for other GCR utility charges. Journal entries needed to be made to correct any incorrect line entries.

**RECESS**  
**9:40 AM**

**RECONVENED**  
**9:45 AM**

## **DRUG SCREENING POLICY**

Linda Sorenson and Dixie Wagner of Human Resources went before the Commission with a Drug screening Policy. Ms. Sorenson worked with Employee Screening on Taney County's Drug Screening Policy and questioned why alcohol testing wasn't used. Discussion ensued. A new draft of the policy would be emailed to the Commission after it was modified.

Commissioner Houseman had NACO's dental program researched. He gave Ms. Sorenson documentation for her review to return with her recommendations. Prescription cards were discussed. Commissioner Strafuss would give Ms. Sorenson his documentation for her review as well.

### **EXECUTIVE SESSION – PERSONNEL AND CONTRACTS PER SECTION 610.021(3) & (12)**

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021(3) and (12). Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

### **EXECUTIVE SESSION 9:54 AM**

See Executive Session Minutes for actions, if any.

Commissioner Strafuss moved to go out of Executive Session. Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

### **OUT OF EXECUTIVE 12:24 PM**

### **EXECUTIVE SESSION – LEGAL UPDATE PER SECTION 610.021(12)**

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021(12). Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

### **EXECUTIVE SESSION 1:11 PM**

See Executive Session Minutes for actions, if any.

Commissioner Strafuss moved to go out of Executive Session. Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**OUT OF EXECUTIVE  
2:30 PM**

The minutes were taken and typed by Lyn Wieneke, Deputy Clerk.