

**OFFICIAL  
COMMISSION MINUTES  
MARCH 12<sup>th</sup>, 2018 13<sup>th</sup> DAY OF  
THE JANUARY 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.

**FORMAL AGENDA**

The County Commission met in the Commission Hearing Room at 9:03 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

*Prayer and Pledge*

**CALL TO ORDER**

Presiding Commissioner Scofield called the Commission meeting to order at 9:04 a.m.

**PUBLIC COMMENT**

None.

**MONTHLY BUDGET REPORT**

Rick Findley, Taney County Auditor, came before the Commission to present the Monthly Budget Report. The expenses for General County Revenue seem to be on track and actually under just a little.

**COMMISSION REMARKS**

None.

**APPROVE ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #448845 thru #448873, #448875 thru #448913, #448915 thru #448941, Warrants #6956 thru #6962. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Check #448914 held for further investigation.

*Commissioner Wyatt left the meeting.*

Commissioner Williams present via telephone at 9:06 a.m.

Presiding Commissioner Scofield moved to approve Check #448874. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Phone call with Commissioner Williams ended at 9:06 a.m.

*Commissioner Wyatt returned to the meeting.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Wyatt moved to approve March 6, 2018 Regular Minutes. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**TANEY COUNTY REGIONAL SEWER DISTRICT REQUEST FOR FUNDING-  
EMORY CREEK RANCH SUBDIVISION**

Brad Allbritton, Regional Sewer District Administrator, and John Souttee, Taney County Environmental Services Project Coordinator, came before the Commission to present the Taney County Regional Sewer District Request for Funding - Emory Creek Ranch Subdivision.

Discussion ensued.

Commissioner Wyatt moved to approve the Taney County Regional Sewer request for the funding agreement for Emory Creek Ranch Subdivision Project. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**INTER-GOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
TANEY COUNTY, MISSOURI  
AND  
THE TANEY COUNTY REGIONAL SEWER DISTRICT**

**EMORY CREEK RANCH SUBDIVISION SEWER PROJECT  
(Engineering, Permitting, Land Acquisition, Legal Services, and Construction)**

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

**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 section 204.320 RSMo; and

WHEREAS, pursuant to section 70.220 RSMo, the County and District 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 the Taney County sewer systems 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 by the Taney County Regional Sewer District to finance capital improvements to their waste water infrastructure. It has been determined that the project Emory Creek Ranch Subdivision Sewer Project is feasible, meets the criteria as described in Exhibit A, which is attached hereto, and has been approved by the Taney County Commission for funding with sewer sales tax funds.

NOW, THEREFORE, the County and District, 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.

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 District shall communicate such in writing to the County with supporting documents so that the County may review the circumstances of the delay and consider an extension of the deadline for the project.

**III. Termination**

If the District believes that the project contemplated in this Agreement should not go forward because the project is no longer feasible, the District 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 District 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 District 30 days written notice of any breach in the District'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 District to perform its obligations under this Agreement, the District 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 District'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.

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**I. Scope of Agreement**

**A. The County Agrees:**

1. To provide funding for the Emory Creek Ranch Subdivision Sewer Project, up to \$50,000.00. 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. The County will review and approve funding requests submitted, with invoices, by the District on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month. The County agrees to pay the District within 15 days of submission of each funding request.
3. That the Taney County Environmental Services Project Coordinator will review the final project plan with the District and verify that the project meets the criteria outlined in the attached Exhibit A to be funded through the Sewer Sales Tax.
4. That the Taney County Environmental Services Project Coordinator will review written progress reports submitted by the Project Engineer, and approved by the District Administrator, on a quarterly basis.
5. That the Taney County Commission will review requests, made by the District, for approval of additional Sewer Sales Tax funding in order to properly complete the project.

**B. The District Agrees:**

1. Upon execution of this Agreement by both the County and the District, the District shall proceed with the necessary steps to complete and oversee the engineering, permitting, land acquisition, legal services, and construction for the Emory Creek Ranch Subdivision Sewer Project. This project will serve to transfer the Emory Creek Ranch Subdivision sewer system from the Property Owners Association to the District, provide for legal services as necessary, engineering services for needed improvements to the existing sewer system, and construction to make the improvements.
2. To provide the Taney County Environmental Services Project Coordinator and the Commission with quarterly reports to ensure the project is being satisfactorily completed.
3. To advise the Taney County Commission in writing if additional Sewer Sales Tax funds will be needed to complete the project and obtain the County Commission's approval prior to work being performed which calls for the additional funding.
4. To submit invoices generated by the project to the Taney County Commission on or about the 1<sup>st</sup> and 15<sup>th</sup> of each month.

**II. Term**

This Agreement shall become effective upon January 1, 2018 pending execution by the parties and shall remain in full force and effect until the project is complete, but no later than December 31, 2019, unless terminated earlier in accordance with the terms hereof. In the event

**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, Missouri 65653

John Soutee  
Taney County Environmental Services  
Project Coordinator  
P.O. Box 1086  
Forsyth, Missouri 65653

**With copy to:**

Shanna Tilley  
Commissioners Assistant  
P. O. Box 1086  
Forsyth, Missouri 65653

**To District:**

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

**With copy to:**

Brad Allbritton, Administrator  
Taney County Regional Sewer District  
P.O. Box 206  
Forsyth, Missouri 65653

**VI. Allocation of Liability**

The County and District 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 party'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 District 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 District'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, or the District's rights or defenses with regard to 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 District's actions, 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, 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 District, then the District shall satisfy the same in full.

The parties agree that any lawsuit based upon a claim, action, loss, cost, expense or damage arising out of a project contemplated in this Agreement will be filed in Taney County, Missouri.

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 District 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 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 Date: 3/12/18  
Mike Scofield, Presiding  
Commissioner of Taney County

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 Date: 3/12/18  
Donna Neeley, County Clerk

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 Emory Creek Ranch Subdivision Sewer Project.

By: Rick Findley Date: 3-12-18  
Rick Findley  
Taney County Auditor

Taney County Regional Sewer District

By: Nathan Easley Date: 2/20/18  
Nathan Easley, Chairman

ATTEST: I, Linda Todd, the Secretary of the Taney County Regional Sewer District, hereby attest that the above funding agreement was executed by the Chairman of the Board of Trustees of the Taney County Regional Sewer District, pursuant to a duly passed motion of the Board of Trustees approving the funding agreement.

Linda Todd Date: 2-20-18  
Linda Todd, Board Secretary

APPROVED AS TO FORM:

[Signature] Date: 2-20-18  
Attorney for Taney County Regional  
Sewer District

[Signature] Date: 2/20/2018  
Attorney for Taney County

EXHIBIT A

PROJECT COST ELIGIBLE FOR SEWER SALES TAX FUNDING

The following is a list of criteria to be considered in determining eligibility for funding of projects of the Taney County Regional Sewer District through the Sewer Sales Tax:

- a. Construction of new, or the expansion and/or acquisition of existing wastewater facilities.
- b. Reconstruction or replacement of existing wastewater facilities and infrastructure.
- c. Equipment for any wastewater facility when first erected.
- d. Upgrades made to a wastewater facility, or its infrastructure, that will improve its efficiency or extend its useful life.
- e. The acquisition of land, including easement procurement, necessary for the construction of an improvement.
- f. Missouri Department of Natural Resources construction application fees for the project.
- g. Any improvement required to meet new Federal or State environmental laws or guidelines.
- h. Labor and equipment cost incurred, if utilizing Sewer District employees and equipment to perform approved project work. A cost breakdown demonstrating how the labor and equipment cost were determined must be submitted with the reimbursement request. The cost breakdown shall include the name of the employee(s) who performed the work, their hourly pay rate and number of hours expended on the project. If reimbursement is sought for equipment use, the cost breakdown shall also include the type of equipment used on the project and number of hours it was used for the project.

**AGREEMENT-ANIMAL DISPOSAL SERVICES-FRIENDS OF THE FAMILY PET MEMORIAL GARDEN, INC. #18-024AC**

Presiding Commissioner Scofield read a letter from County Attorney, Travis Elliot, which stated that he reviewed the proposed agreement and approved it as to form.

Commissioner Wyatt moved to approve the agreement between Friends Pet Memorial Garden, Inc. and Taney County file #18-024AC. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**NOTICE OF RENEWAL FOR CORRUGATED STEEL CULVERTS #18-027RB**

Devin Huff, Road and Bridge Assistant Administrator, came before the Commission to present Notice of Renewal for Corrugated Steel Culverts #18-027RB. Presiding Commissioner Scofield read a letter from Travis Elliot which stated that he reviewed the proposed agreement and approved it as to form.

Commissioner Wyatt moved to extend the Agreement between Metal Culverts, Inc. and Taney County for one more year ending March 20, 2019 file #18-027RB. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**FILL DIRT AGREEMENT- CANDACE PHILLIPS**

Mr. Huff remained before the Commission to present the Fill Dirt Agreement between Taney County and Candace Phillips.

Commissioner Wyatt moved to approve the Fill Dirt agreement between Candace Phillips and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**AGREEMENT FOR 2017 YEAR END UPDATE INSTALLATION(S)**

Presiding Commissioner Scofield read a letter from Travis Elliot which stated that he reviewed the proposed Agreement for 2017 Year End Update Installations between Stuarts Consulting, Inc. and Taney County. The purpose of this agreement is to provide a year end update of taxable and/or tax table update for Sage 100 for printing or electronically submitting tax documents for a fee of \$85.00.

Commissioner Wyatt moved to approve the agreement with Stuart Consulting. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**UNIVERSITY OF MISSOURI EXTENSION UPDATE**

Willa Williams with the University of Missouri came before the Commission to give updates on the following topics.

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

**RECESS**

9:37 a.m.

**RECONVENE**

10:07 a.m.

**ROUND TABLE DISCUSSION WITH ROAD & BRIDGE ON FUTURE PROJECTS**

*Also present: Randy Haes, Taney County Highway Administrator, Devin Huff, Road and Bridge Assistant Administrator, Spencer Jones and Mel Atkins with Great River Engineering*

Commission met with Road and Bridge to discuss future projects. Discussion over Phase one option for road improvements from Maple Street to BB was held. Commissioner Wyatt requested an estimate on the cost of all options for the project. Presiding Commissioner Scofield

confirmed that he would like to see the costs as well. Spencer Jones said that they could compile an estimate free of charge.

Spencer and Mel exited the meeting at 10:53 a.m.

Melanie Smith entered the meeting at 10:54 a.m.

The Commission discussed the Transfer Station budget and Road & Bridge Maintenance building costs. Mr. Haes stated that a transfer made on February 5, 2018 should not have been made; the transfer included employees' salary for work that was partially done on the new Road & Bridge building. Presiding Commissioner Scofield and Commissioner Wyatt directed Mrs. Smith to prepare a transfer from Road & Bridge to the Transfer Station for labor on the Road & Bridge maintenance building in the amount of \$69779.80.

**RECESS**

**11:18 a.m.**

**RECONVENE**

**11:35 a.m.**

Presiding Commissioner Scofield moved to amend the agenda to include added Accounts Payable. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Warrants #6963 and #6964. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

**EXECUTIVE SESSION**

**11:40 a.m.**

**EXECUTIVE SESSION PER 610.021.1 (LITIGATION)**

See Executive session minutes for any motions made and votes taken.

**END OF EXECUTIVE SESSION**

**12:06 p.m.**

**DAILY STAFF REVIEW**

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

**ADJOURNMENT**

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

**ADJOURN**

**12:43 p.m.**

*The Minutes were taken by County Clerk Donna Neeley, and Deputy Clerk Ally Clemans; the Minutes were typed by Ally Clemans.*

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