

OFFICIAL MINUTES

DECEMBER 29, 2011, 33rd DAY OF THE OCTOBER ADJOURNED TERM

The County Commission met in the Commissioner's Hearing Room at 8:53 a.m. with Ron Houseman, Danny Strahan and Jim Strafuss present. The following proceedings were had and made a matter of record:

AGENDA REQUESTS REVIEW

Jillian Rulon met with the Commission to review agenda requests.

INTERGOVERNMENTAL AGREEMENTS REGARDING HOUSING OF INMATES

Commissioner Strafuss moved to enter into Intergovernmental Agreements for the Housing of Inmates with Merriam Woods, Reed Springs, and Douglas County.

INTERGOVERNMENTAL AGREEMENT

REGARDING

HOUSING OF CITY OF MERRIAM WOODS INMATES

The City of Merriam Woods, Missouri and its Administrator, Angela Leist, and the County of Taney, Missouri, each of them being a body politic and corporate, and its Sheriff, Jimmie Russell, do hereby enter into this Intergovernmental Agreement pursuant to Section 70.220, RSMo., the purpose of which is to set forth the understanding between The City of Merriam Woods and Taney Counties and their Sheriff regarding housing of inmates under the direction of the City of Merriam Woods, in the jail facility in Taney County, Missouri under the direction and control of Taney County Sheriff Jimmie Russell, and the agreements concerning housing of those inmates

WHEREAS, Sheriff Jimmie Russell has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, The City of Merriam Woods wishes to have certain of its inmates housed at the Taney County Jail facility; and

WHEREAS, Sheriff Jimmie Russell has the jail capacity and ability to provide a safe and secure environment for additional prisoners, and

WHEREAS, City of Merriam Woods has agreed that Sheriff Russell has the capacity and ability to overseeing inmates selected by the City to be housed at the Taney County Jail;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. The City of Merriam Woods agrees to pay Taney County Forty-Five Dollars (\$45.00) per day, per inmate, up to \$100,000.00, for inmates selected for housing in the Taney County Jail Facility. Invoices to be paid by the City within fourteen (14) days of submission by the County.
3. The City of Merriam Woods agrees to be responsible for all transportation and medical expenses for the City of Merriam Woods inmates housed at the Taney County Jail Facility. A Taney County Jail representative shall seek approval from a designated representative of The City, prior to incurring medical expenses unless it is an emergency medical situation and in that instance, Taney County is authorized to obtain immediate medical aid.
4. Taney County agrees to be responsible for inmate security and room and board.
5. Taney County shall indemnify defend and hold harmless the City of Merriam Woods and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses (including, but not limited to, reasonable attorney fees) and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Taney County, or its officers, agents or employees, in the performance of its obligations under this Agreement.
6. Without limiting any other obligations under this agreement, Taney County 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 the City of Merriam Woods against all risks of loss and liability which may arise out of the performance of this agreement, including but not limited to violations of prisoners civil rights under the United States Constitution, the Missouri Constitution, 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 City of Merriam Woods or Taney County's' rights or defenses with regard to each entity's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

INTERGOVERNMENTAL AGREEMENT
REGARDING
HOUSING OF CITY OF REEDS SPRING INMATES

The City of Reeds Spring, Missouri and its Mayor, Paul Lear, and the County of Taney, Missouri, , each of them being a body politic and corporate, and its Sheriff, Jimmie Russell, do hereby enter into this Intergovernmental Agreement pursuant to Section 70.220, RSMo., the purpose of which is to set forth the understanding between The City of Reeds Spring and Taney Counties and their Sheriff regarding housing of inmates under the direction of the City of Reeds Spring, in the jail facility in Taney County, Missouri under the direction and control of Taney County Sheriff Jimmie Russell, and the agreements concerning housing of those inmates

WHEREAS, Sheriff Jimmie Russell has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, The City of Reeds Spring wishes to have certain of its inmates housed at the Taney County Jail facility; and

WHEREAS, Sheriff Jimmie Russell has the jail capacity and ability to provide a safe and secure environment for additional prisoners, and

WHEREAS, City of Reeds Spring has agreed that Sheriff Russell has the capacity and ability to overseeing inmates selected by the City to be housed at the Taney County Jail;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. The City of Reeds Spring agrees to pay Taney County Forty-Five Dollars (\$45.00) per day, per inmate, up to \$100,000.00, for inmates selected for housing in the Taney County Jail Facility.
3. The City of Reeds Spring agrees to be responsible for all transportation and medical expenses for the City of Reeds Spring inmates housed at the Taney County Jail Facility. A Taney County Jail representative shall seek approval from a designated representative of The City, prior to incurring medical expenses unless it is an emergency medical situation and in that instance, Taney County is authorized to obtain immediate medical aid.
4. Taney County agrees to be responsible for inmate security and room and board.
5. Taney County shall indemnify defend and hold harmless the City of Reeds Spring and its elected officials, officers, agents and employees from and against any and all claims, liabilities, awards of judgment, costs and expenses (including, but not limited to, reasonable attorney fees) and damages of any nature whatsoever resulting from, arising out of or incident to any act or omission of Taney County, or its officers, agents or employees, in the performance of its obligations under this Agreement.
6. Without limiting any other obligations under this agreement, Taney County 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 the City of Reeds Spring against all risks of loss and liability which may arise out of the performance of this agreement, including but not limited to violations of prisoners civil rights under the United States Constitution, the Missouri Constitution, 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 City of Reeds Spring or Taney County's rights or defenses with regard to each entity's applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

**INTERGOVERNMENTAL AGREEMENT
REGARDING
HOUSING OF DOUGLAS COUNTY INMATES**

The County of Douglas, Missouri and its Sheriff, Chris Degase, and the County of Taney, Missouri, and its Sheriff, Jimmie Russell, each of them being a body politic and corporate, do hereby enter into this Intergovernmental Agreement, the purpose of which is to set forth the understanding between Douglas and Taney Counties and their Sheriffs regarding housing of inmates under the direction of Douglas County Sheriff Chris Degase, in the jail facility in Taney County, Missouri under the direction and control of Taney County Sheriff Jimmie Russell, and the agreements concerning housing of those inmates

WHEREAS, Sheriff Chris Degase has a duty to oversee and maintain a reasonably safe and secure environment of certain inmates; and

WHEREAS, the jail facility in Douglas County is at or near an over-crowded capacity; and

WHEREAS, Sheriff Jimmie Russell has the jail capacity and ability to provide a safe and secure environment for additional prisoners, and

WHEREAS, Sheriff Dunn has agreed that Sheriff Russell has the capacity and ability to overseeing inmates selected by Sheriff Degase to be housed at the Taney County Jail;

Now, therefore, it is agreed as follows:

1. The "Whereas" clauses above stated are incorporated herein by reference.
2. Douglas County agrees to pay Taney County Forty-Five Dollars (\$45.00) per day, per inmate, up to \$500,000.00, for inmates selected for housing in the Taney County Jail Facility.
3. Douglas County agrees to be responsible for all transportation and medical expenses for the inmates housed at the Taney County Jail Facility. A Taney County Jail representative shall seek approval from Sheriff Degase, or his designated representative, prior to incurring medical expenses unless it is an emergency medical situation and in that instance, Taney County is authorized to obtain immediate medical aid.
4. Taney County agrees to be responsible for inmate security and room and board.
5. This Agreement may be terminated at any time by either party with reasonable notice to allow the safe transfer of inmates.
6. Legal invoices will be submitted every 30 days with payment to be received within 10 days of invoice date.

Housing of Douglas County Inmates Agreement

Commissioner Strahan seconded the motion for discussion. Commissioner Strahan questioned whether the County had intergovernmental agreements with cities and/or villages outside of the

county as Reeds Spring was in another county. Discussion ensued. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

COURT ORDERS & ABATEMENTS

Assessor James Strahan and Deputy Clerk Cristy Smith went before the Commission to discuss court orders and abatements. Commissioner Strafuss moved to approve Exhibit A except abatement 20121053.

A.
191473

12/29/2011

Commission Agenda

BOE #	Tax Year	Parcel/Acct. #	Name on Acct.	Reason for Abatement	Beginning Value	Ending Value	Notes/Explanation
20121054	2011	09-1.0-01-003-002-010.000	Charles W. & Pamela L. Keyes	Mobile home removed in 2009; Taxes pd. In 09 & 01 already	2580	1520	Abatement
20121056	2010	19-1.0-02-003-001-004.000	Bluegreen/Big Cedar Vacations LLC	Condo double assessed	Res 306,290 Com 38,555	Res 96,230 Com 38,555	Abatement
20121057	2011	09-8.0-28-000-000-051.000	Yvonne C. Tucker	Res on wrong parcel - should be on 09-8.0-28-000-000-051.003	Res 19,170	Res 200	Abatement
20121058	2011	09-8.0-28-000-000-051.003	Yvonne C. Tucker	Res on wrong parcel - removed from 09-8.0-28-000-000-051.000	Res 200	Res 0	Abatement
20121059	2011	09-8.0-28-000-000-051.003	Yvonne C. Tucker	Res on wrong parcel - removed from 09-8.0-28-000-000-051.000	Res 0	Res 19,170	Add-On
20121060	2011	10-6.0-13-000-000-007.001	Stan Kenneth & Betty J. Hegaman	Clerical Error - correction on BOE data	Res 22,060 Ag 490	Res 3800 Ag 490	Abatement
20121061	2011	10-6.0-13-000-000-007.001	Classic Sports Cars LLC	Bankruptcy	5740	0	Abatement

Remove
Per

AS

Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

BID PROCEDURE – NEWSPAPER SERVICES

Purchasing Agent Ron Erickson went before the Commission regarding bids for Newspaper Services. Commissioner Houseman stated the Newspaper Services bids awarded in June 2011 stated the length of bid was one year from date of award. The Commission was unaware of the one year statement and took it into consideration. Discussion ensued.

Commissioner Strafuss moved to reject the bids received for #2011-2161 as the current bid was not due to expire until June 19, 2012. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

APPROVAL OF PAYROLL

Commissioner Strafuss moved to approve payroll as follows:

PAYROLL DATE: December 30, 2011

GCR: 112670 - 112687

RB: None

AF: None

TS: None

911: None

Manual Warrants: 5551 - 5552

Accounts Payable: 327317

Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

Deputy salary supplemental reimbursements were discussed with Dawn Bilyeu from the Auditor's Office.

RECESS

9:21 AM

BOARD OF EQUALIZATION

RECONVENED

10:13 AM

PUBLIC HEARING – 2012 TANEY COUNTY PROPOSED BUDGET

Commissioner Strafuss read the Missouri Statute 50.600 which regarded a public hearing. Commissioner Houseman stated there was a 2012 proposed County Budget and the Commission would be taking questions and accepting comments oral and written until January 5, 2012 at 5 p.m. The document would then be brought back to be adopted January 9, 2012 as the 2012 budget. The Commission thanked the elected officials and county heads who reduced their budgets.

Commissioner Houseman asked if there were any comments. Sherri Veltkamp asked what citizens could do to assist the County. Commissioner Strafuss said the County needed to educate and inform the citizens of how the budget operates. Commissioner Houseman said committees would be put together to enable the County to move forward or citizens could offer professional assistance. Budget Director Rick Findley said the public could participate by being a moral community. Commissioner Strahan asked the public be aware of TIF's imposed within the county which reduced County revenue. Tyler Franke with Branson Tri-Lakes News asked about a Road and Bridge Administrator. Commissioner Strafuss said the position had been funded for 2012. Jan Clark with Taney County Times asked if there would be pay increases and would animal control be funded. Commissioner Houseman said Animal Control would be funded at the 2011 level and that the Commission had not made a decision regarding pay increases but were going to work with the Human Resources director to review a salary.

WORK SESSION WITH PLANNING AND ZONING

Bob Atchley went before the Commission for a work session regarding proposed amendments to Planning and Zoning. Mr. Atchley brought proposed amendments approved by the Planning Commission with a recommendation of adoption; several of which were previously proposed.

The individual proposals were discussed. Division 1, 2 and 3 permits were reviewed. Vegetative buffers were discussed. Commissioner Strahan said changes should not only be made to add but also remove parts of the code book. Clarifications were discussed. Property subdivisions were reviewed.

Commissioner Strafuss suggested a new proposal to include the Commission's suggested areas of concern. Commissioner Strahan said the code book needed to be customer friendly. The definition of a Duplex was reviewed. The occupancy permit was discussed. Appendix L regarding road standards was reviewed. Special permits were discussed. Small unbuildable parcels were not addressed in the proposed amendments. Discussion ensued.

Commissioner Strahan requested Mr. Atchley bring proposed changes including Commission suggestions back before the Commission for adoption. Changes in regulations needed to be published for realtors. Commissioner Strafuss stated this would be a public document.

**RECESS
12:12 PM**

**RECONVENED
1:22 PM**

**TANEY COUNTY REGIONAL SEWER DISTRICT AGREEMENT
(COMMISSION HEARING ROOM)**

A joint meeting was held between Taney County Regional Sewer District and Taney County Commission regarding the Sewer District Intergovernmental Agreement. Commissioner Houseman asked if the only change that had occurred was on page two, the second line, stating the County may pass through up to \$180,000 changed to up to 3% of sales tax collected. Legal Counsel stated that was correct. Discussion ensued regarding the agreement.

John Soutee stated the Wellness Center usage was still being looked into. John Soutee stated Sewer employees had worked with the Human Resource Director to take themselves off the County employee list.

The Sewer District approved the agreement. Commissioner Strafuss moved to enter into an Intergovernmental Agreement with the Taney County Sewer District. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

Sewer Board member Larry Gardner asked in regards to a project needing funded how long could we expect to wait for a response. Commissioner Houseman said immediately after Attorney review based upon the procedure in the agreement. Sewer Projects were to be presented to the Commission prior to January 6th for approval for the 2012 budget.

Discussion ensued regarding mandatory hookup. Counsel Frank Cottey stated he found nothing to order mandatory hookups by the County. Both parties agreed open communication was necessary. Discussion ensued. Revenue bonds were discussed. The Sewer District stated rates would go up on the April billing. Ownership of the Animal Control Property was discussed. Biosolids were discussed.

Commissioner Strafuss moved to adjourn. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

**ADJOURN
2:11 PM**

Minutes were taken and typed by Lyn Wieneke, Deputy Clerk.