

**OFFICIAL
COMMISSION MINUTES
MARCH 26th, 2018 15th DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY
None

FORMAL AGENDA

The County Commission met in the Commission Hearing Room at 9:02 a.m. with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

Prayer and Pledge

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 9:03 a.m.

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #449060 thru #449122, No Warrants, and three journal entries or transfers. 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 Meeting Minutes dated March 19th, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes March 19th, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AMENDMENT TO PREVIOUSLY APPROVED MINUTES

Commissioner Wyatt moved to approve Amendment to Previously Approved Minutes dated March 6th, 2018. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Devin Huff, Road & Bridge Assistant Administrator, was present to answer any questions.

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Meadow Ridge Property Owners Association, Inc., a Missouri Non-Profit Corporation, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 13th day of March, 2018 grant and convey unto

TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way, for the purpose of water drainage on the public road now known as Mesquite Road (248-20H-1).

Legally described as set forth in Exhibit "A" and "B" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, to-wit:

To have and to hold the premises aforesaid for the aforesaid use with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its representatives and assigns forever; the said GRANTORS hereby covenanting that GRANTORS are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTORS have good right to grant and convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTORS or those under whom GRANTORS claim and that Grantors will warrant and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed this 13th day of March, 2018.

Meadow Ridge Property Owners Association, Inc

April Redford
April Redford, President

Presiding Commissioner ms; Eastern Commissioner Stu; Western Commissioner SW

Commissioner Williams motioned to approve the Grant of Permanent & Perpetual Easement and Right-Of-Way for Public Road Purposes and Temporary Construction Easement for Construction of Public Road Improvements by and between Meadow Ridge Property Owners Association and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ANIMAL CONTROL JURISDICTIONAL AGREEMENT – CITY OF ROCKAWAY BEACH #18-002AC

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

AGREEMENT
(Animal Control)

THIS AGREEMENT, made and entered into on this 13 day of March ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Rockaway Beach ("City"), a city of the 4th 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:

1. **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.
2. **Covered Services.**
 - a. **Care of Animals.** In consideration of the Intake Fee set forth in Schedule A, the County shall provide appropriate food, water, boarding, 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.
 - b. **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 leukemia and upper respiratory/kennel cough, pursuant to the Facility's Missouri Department of Agriculture License.

- c. **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.
- d. **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.
- e. **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, to the County.

3. **Non-Covered Services.**

- a. **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.
- b. **Sick and Injured Animals; Veterinarian 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 to 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,

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 impound 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:
 - a. Upon thirty (30) days advance written notice by either party;
 - b. Due to a material breach of any term or condition of this agreement; or
 - c. 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
Forsyth, Missouri 65653

If to City: Rockaway Beach
PO Box 316
Rockaway Beach, MO 65740
9. **Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

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 hereto have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF Rockaway Beach

By: Carl Hunt
MAYOR

ATTEST:

Jacqueline Clark
CITY CLERK

TANEY COUNTY, MISSOURI

By: Mike Scofield
MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST:

Donna Neeley
DONNA NEELEY
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: 3-27-18

COURT ORDERS

Wesley Shoemaker, Chief Deputy Clerk, and Chuck Pennel, Taney County Assessor, came before the Commission to present Court Orders.

*Personal Property Abatements #300231 thru #300234

PP PAID ABATEMENTS									
AbtNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	
300231	2017	PENDING	2018-03-15	1-21229-900	SOLARI CORA AND MARK	PAID ABATEMENT CHANGE	920	-100	
300232	2016	PENDING	2018-03-16	1-81973-900	KNUDSEN BARRY AND	PAID ABATEMENT CHANGE	5080	-4110	
300233	2017	PENDING	2018-03-16	1-64088-900	BADEAUX TODD & RENEE	PAID ABATEMENT CHANGE	3370	-200	
300234	2017	PENDING	2018-03-16	1-112595-900	WOLLMAN LUE ANN	PAID ON WRONG VEHICLE, REFUND 100 ASSD	100	-100	

Commissioner Wyatt moved to approve Exhibit A dated March 26th, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*Real Estate Paid Abatements #203704 and #203705

RE PAID ABATEMENTS															
AbtNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAdj	AdjAdj	EndCom	AdjCom	Notes	Approve	Disperro
203704	2017	0000-00-00	2018-03-21	09-9-0-29-000-000-007.000	TAYLOR DWAYNE E & JAMIE & CHRISTOPHER TAYLOR	CLERICAL ERROR	12410	-4580	170	0	0	0			
203705	2017	0000-00-00	2018-03-21	09-7-0-25-000-000-113.000	DELANEY MARY & VAUGHN	ERRONEOUS ASSESSMENT	7440	-5010	90	0	0	0			

Commissioner Wyatt moved to approve Exhibit B dated March 26th, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PERSONAL PROPERTY ADD-ON REPORT FOR FEBRUARY 2018

Wesley Shoemaker came before the Commission to present the Personal Property Add-On Report for February 2018.

PERSONAL PROPERTY FEBRUARY 2018 ADD-ON REPORT									
AbYear	Date	Account	Name	Reason	DeqVal	AdjVal	EndVal		
2017	2018-02-01	1-79284-0	TURNER DALYNN J		300	-100	200		
2017	2018-02-01	1-47427-0	UTTER CARL E		380	-380	0		
2017	2018-02-02	1-88890-0	HENDRICKS ROBERT & CATHERINE		100	-100	0		
2017	2018-02-02	1-70661-0	RICHARDS ERIC & CHRISTINA		4560	-100	4460		
2017	2018-02-02	1-94951-0	WELYTOK JOHNSON		23200	-1660	21540		
2016	2018-02-05	1-168558-0	GREWELL CHERI		320	80	200		
2017	2018-02-05	1-84978-900	BAKKEN LAWRENCE A	ASSD VEH IN MO AND SD, TAGGED IN SD	16721	-8890	7831		
2017	2018-02-05	1-84978-0	BAKKEN LAWRENCE A		16721	-16721	0		
2017	2018-02-05	1-84637-0	MITCHELL SAMUEL		220	100	320		
2017	2018-02-05	1-75792-900	RALEY RODNEY A & NECIA B (MABE)	BOAT AND MOTOR DOUBLE ASS'D	10210	-430	9780		
2017	2018-02-05	1-75792-0	RALEY RODNEY A & NECIA B (MABE)		10210	-10210	0		
2017	2018-02-05	1-91541-900	ROSS LARRY R & JULIANN M	OFFICE ERROR	32280	-4720	27560		
2017	2018-02-05	1-91541-0	ROSS LARRY R & JULIANN M		32280	-32280	0		
2017	2018-02-05	1-51598-900	RUDD JAMES & KATHY	PAID ON LEASED VEHICLE	9850	-7960	1890		
2017	2018-02-05	1-51598-0	RUDD JAMES & KATHY		9850	-9850	0		
2017	2018-02-05	1-97329-0	TEST		0	0	0		
2017	2018-02-05	1-108109-0	ZIEMKE ERVIN DAVID		4260	-4260	0		
2017	2018-02-05	1-308109-900	ZIEMKE ERVIN DAVID	PAID ABATEMENT CHANGE	4260	-4260	0		
2017	2018-02-08	1-106541-0	BEARD BLAKE A & ASHLEY N		200	-100	100		
2017	2018-02-08	1-102967-900	GIDDENS REBEKAH J	PURCHASED IN MARCH 17, REFUND	100	-100	0		
2017	2018-02-08	1-73678-300	HONEYCUTT JERRY & JAMIE	TAX CODE CHANGE	2426	-2426	0		
2016	2018-02-09	1-70069-0	COSOLO FRANK A		3050	-2950	100		
2017	2018-02-09	1-3041457-0	BARNARD MYLE & MELISSA		4380	-1720	2460		
2017	2018-02-09	1-3041456-0	BARNARD MYLE & MELISSA		500	-500	0		
2017	2018-02-09	1-70069-0	COSOLO FRANK A		200	100	300		
2017	2018-02-09	1-86422-0	KIVETT KELBI		10830	-5130	5700		
2017	2018-02-09	1-86291-0	TURNER MICHALLE A		0	200	200		
2017	2018-02-12	1-105460-0	HENSON GILBERT		3700	200	3900		
2017	2018-02-12	1-3041457-0	LHOUMMEDIEU AUSTIN		7410	-2040	5370		
2017	2018-02-12	1-92181-0	LOEFFELMAN ALAN & JOANN		0	1500	1500		
2017	2018-02-12	1-86259-0	ORTIZ HERNANDEZ JOSE MAGDIEL		2450	-350	2100		
2015	2018-02-14	1-81176-0	CLIFTON TREVOR & BRANDEI		1670	-1570	100		

PERSONAL PROPERTY FEBRUARY 2018 ADD-ON REPORT							
AbYear	Date	Account	Name	Reason	BegVal	AdjVal	EndVal
2017	2018-02-14	1-68279-0	WYNN DAVID J & ELIZABETH A		200	100	300
2015	2018-02-15	1-80662-0	WHITE AUGUSTUS H		16450	-7240	9210
2016	2018-02-15	1-80662-0	WHITE AUGUSTUS H		9230	-6950	2280
2017	2018-02-15	1-96451-0	SNOW ANGELS SNO BALLS		200	-200	0
2016	2018-02-16	1-81228-0	BARTH TIM A		10280	-10280	0
2015	2018-02-20	1-94711-900	LHOMMEDIEU AUSTIN	TAXPAYER WAS CHARGED TOO MUCH.	8210	-1140	7070
2015	2018-02-20	1-94711-0	LHOMMEDIEU AUSTIN		8210	-8210	0
2016	2018-02-20	1-49359-0	KENYON JEFF & KELLI		200	-200	0
2017	2018-02-20	1-77605-0	COX WALTER R		1560	-1260	300
2017	2018-02-20	1-101757-0	ELLINGWOOD RICHARD		1719	100	1819
2017	2018-02-20	1-106395-0	KPS ENTERPRISES		570	-570	0
2017	2018-02-20	1-78286-0	KUHS STUART & MICHELLE		200	-100	100
2017	2018-02-20	1-65783-0	WAGNER MICHAEL		1000	-920	80
2016	2018-02-21	1-96652-0	WORKMAN KAVERN H		200	0	200
2017	2018-02-21	1-102873-0	BAKER AMANDA AND BRYAN E		69060	-46510	22550
2017	2018-02-21	1-78256-0	DENNEY NORMAN S		200	2480	2680
2017	2018-02-22	1-100494-0	TURNER JEFFREY SCOTT		200	0	200
2016	2018-02-23	1-97534-0	SUIRE COLLIN		100	0	100
2017	2018-02-23	1-91281-0	KLOCK CODY M		200	0	200
2017	2018-02-23	1-62377-0	MELTON RYAN & LAURA		1880	0	1880
2017	2018-02-26	1-96342-0	DAVIDSON FAITH		2880	-940	1940
2017	2018-02-26	1-75823-0	HOLTMAYER GLORIA		910	0	910
2017	2018-02-26	1-73526-0	WALTON SHARON		5510	-980	4530
2016	2018-02-27	1-108278-0	AREHART LISA		3510	-3510	0
2017	2018-02-27	1-10261-0	BAUMANN ROBERT & SUZANNE		550	4660	5210
2017	2018-02-27	1-102603-0	DIETERLE ISAAC		100	-100	0
2017	2018-02-27	1-95966-0	HARCROW REBECCA A		100	0	100
2017	2018-02-28	1-14438-0	CUNNINGHAM DONNA		2282	4420	6702
2017	2018-02-28	1-100099-0	LERMA CRYSTAL		1110	200	1310

Commissioner Williams moved to accept and enter into the record the Personal Property Add-On Report for February 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TANEY COUNTY PARK BOARD 2018 PROJECT REQUESTS

Discussion ensued about the Taney County Park Board 2018 Project Requests.

Devin Huff, Road & Bridge Assistant Administrator, came before the commission to answer questions about the up keep of the Taney County Parks.

No motions were made.

MODOT MONTHLY UPDATE

Beth Schaller with MoDOT came before the Commission to give updates regarding the following:

- Construction on Bull Shores Bridge Construction
- Bridge Replacements over Beaver Creek, Caney Creek and Kentucky Creek near Bradleyville
- Resurfacing of Route O, Y, and T
- Chip Seal on areas of Route 160
- Transportation Bills that are coming up in Legislation
- Safety Side with Buckle Up/Phone Down Pledge
- Asphalt patching is coming up

RECESS

9:55 a.m.

RECONVENE

Commission Conference Room

10:07 a.m.

ROUND TABLE DISCUSSION WITH ROAD & BRIDGE ON FUTURE PROJECTS

Present: Mike Scofield, Brandon Williams, Sheila Wyatt, Donna Neeley, Randy Haes, Devin Huff, Denzil Brown, Spencer Jones, and Mel Eakins with Great River Engineering.

They discussed improvements to roads from Maple to BB including the improvements to Coon Creek. There was also discussion on the possibility of applying for a Tiger Grant to help with the project and the steps that need to be completed to apply for the Grant. Discussion ensued.

11:03 a.m. Spencer Jones and Mel Eakins left

EXECUTIVE SESSION

11:11 a.m.

EXECUTIVE SESSION PER SECTION 610.021.1 (LEGAL)

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

EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)

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

END OF EXECUTIVE

6:18 p.m.

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

Commissioner Williams moved to approve the Amended and Restated Intergovernmental Agreement by and between Taney County and Branson Missouri Regional Airport Transportation Development District (TDD) and to authorize the Presiding Commissioner to execute same in the form substantially the same as submitted on March 26th 2018. Presiding Commission Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (nay).

ADJOURNMENT

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

ADJOURN

6:21 p.m.

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

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