# OFFICIAL COMMISSION MINUTES JUNE 14<sup>th</sup>, 2021 – 12<sup>TH</sup> DAY OF THE APRIL ADJOURN TERM

#### FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

#### **PUBLIC COMMENT**

None.

#### CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:02 a.m.

#### **COMMISSION REMARKS**

Commissioner Wyatt announced that the Lake Taneycomo Elks Lodge will have a Flag Day Celebration today, June 14<sup>th</sup>, 2021 at 12:00 p.m. noon. Commissioner Wyatt also noted that she leaves the room when a check from Forsyth Hardware is to be approved by the Commission.

#### APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #463766 through Check #463778, Checks #463780 through Check #463809, Warrants #7730 through Warrant #7731 and three Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt left the meeting at 9:05 a.m.

Commissioner Williams moved to approve Check #463779. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:05 a.m.

#### APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for June 7<sup>th</sup>, 2021 with correction. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

#### MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the Monthly Budget Report to the Commission.

#### UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams, Missouri Extension County Engagement Specialist in 4-H, updated the Commission on various Extension programs.

# AGREEMENT FOR 2021 DODGE CHARGER PURSUIT AWD SEDAN (1 OR MORE) #21-062S

Matt Wheeler, Chief Deputy, and Kim Schade, Administrative Assistant, were present. Presiding Commissioner referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement by and between Lou Fusz Dodge and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-062S

Agreement for 2021 Dodge Charger Pursuit AWD Sedan (1 or more)

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

- 1. Contract Documents. The contract documents to this Agreement for the purchase of one (1) or more 2021 Dodge Charger Pursuit AWD Sedan for the Taney County Sheriff's Office ("Equipment") includes the State of Missouri Contract #CC210416002 and the Quote dated Monday, June 7, 2021 is attached hereto and incorporated herein by reference ("Contract Documents"). Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
- 2. Contract Price. County agrees to purchase and Contractor agrees to sell the Equipment described in this Agreement, not to exceed a purchase price of \$28,634.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options for cooperative purchasing.
- 3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.
- 4. Billing and Payment. All billing shall be invoiced with specific department information and include State of Missouri Contract #CC210416002. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
- <u>5. Binding Effect.</u> 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.
- 6. 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 specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

# LICENSE AGREEMENT & WAIVER – BRANSON LAKES ACTIVE & RETIRED LAW ENFORCEMENT RECOGNITION WEEK

Matt Wheeler, Chief Deputy, and Kim Schade, Administrative Assistant, were present. Presiding Commissioner referenced a letter from their attorney.

Commissioner Williams moved to approve License Agreement by and between Branson Lakes Active & Retired Law Enforcement Recognition Week and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

# NASPO VALUEPOINT DEFICIENCY QUOTE #3407 – BACKUP BATTERIES #21-064M

Scott Terpening, Building and Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement by and between Johnson Controls and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



Johnson Controls Fire Protection

### NASPO ValuePoint Deficiency Quote 3407 - T&M Only

	guote 3407 – Taivi Only
SCOPE OF WORK:	
Place the fire alarm system on test and replace (x2) sets of batteries	es, both the lower and upper panels in the main
electrical room M1-72. Upon completion remove the fire alarm system	from test and return back into service.
Time and Materials:	
Estimated labor hours 3 @ rate of \$133.00 per hour	\$399.00
(Labor to be performed during normal business hours only, unless otherwise specified)	
Parts/Materials: For all Parts the following Markup over cost applies:.	\$142.16
Sprinkler 25% All other parts: 30%	
Subcontractor (If required)	
Permits / Fees	
Additional testing (i.e.: Certification test by AHJ)	
Total estimated price for labor & materials for above scope (Billing will depict actual labor, materials used, and tax)	\$541.16
Summary reason for repair:	
(x2) sets of batteries failed their load test.	
) n)	
PLEASE NOTE: The information provided to you is privileged and confidential and is sul	bmitted as contractor bid or proposal information. Accordingly.
lisclosure of this information to any non-Government source is prohibited. This information fiers from other sources.	n cannot be used to solicit other quotes, estimates, proposals or
	Quotation valid for 30 days from date of quote.
By means of my signature I certify that I have authorization to order this	work via the specified NASPO ValuePoint contract
and authorize the completion of the above-mentioned work to be performe approve payment.	d. I am fully authorized to approve this quote and to
APPROVED BY / · .	
mik. A. I. II	
Ignature / Date Print Name	Scotield
y	
O# // IOTE: NASPO ValuePoint Contract # must be on PO // POW in the	
OTE: NASPO ValuePoint Contract # must be on PO. If PO# is the same as existing PO# on file, we will need a	
y means of my signature I hereby decline to have the above-mentioned work performed. I l ferenced ordering activity.	am fully authorized to make this decision on behalf of the above
, ~	
	Deficiency Quote Form; Revised 1.

#### **CONTRACT CHANGE ORDER #21-061CM**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Contract Change Order by and between Schneider Geospatial, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



#### CONTRACT CHANGE ORDER

PROJECT NAME: Beacon Add-On: Assessment Layers

Professional Services Agreement between Taney County, Missouri ("CLIENT") and Schneider Geospatial ("PROFESSIONAL") dated April 26, 2021.

Reason for Change:

CLIENT has requested to receive separate (annual) invoices for the Assesment Layers add-on, rather than including it with the core Beacon hosting (quarterly) invoices.

SERVICES

Deletion(s) from "2 B. Payment Schedule" to said Agreement:

Invoice frequency: quarterly

Addition(s) to "2.B. Payment Schedule" to said Agreement:

Invoice frequency: annually

PROFESSIONAL: Schneider Geospatial, LLC	CLIENT: Taney County, Miss	ouri )	
Ву:	By: 1 Nike	Deofeeld	
Print: <u>Jeff Corns, GISP</u>	Print: Mike Scot	Field	
Title: President	Title: Presiding	Commissoir	
Date:	Date: 6/14/20	081	
ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Change Order was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above Quote.			
By: Monna Leel Donna Neeley, County Clerk	Pey-	Date: 6/14/2021	
Ankeny, Iowa 1450 Southwest Vintage Parkway	HEADQUARTERS Historic Fort Harrison	DeLand, Florida 112 West New York Avenue	

Ankeny, IA 50023

8901 Otis Avenue

Indianapolis, IN 46216

DeLand, FL 32720

# ANIMAL CONTROL JURISDICTIONAL AGREEMENT 2021 – CITY OF MERRIAM WOODS #21-054AC

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Animal Control Jurisdictional agreement with the City of Merriam Woods by and between City of Merriam Woods and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-054AC

## AGREEMENT (Animal Control)

THIS AGREEMENT, made and entered into on this day of June, 2021 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Merriam Woods ("City"), a city of the fourth classification under Chapter 80 of the Revised Statutes of Missouri.

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. <u>Term.</u> The term of this Agreement shall be from the Effective Date to December 31, 2021 and shall automatically renew for additional one (1) year terms unless terminated by either party.

#### Covered Services.

a. <u>Care of Animals</u>. 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.

#### Specified Vaccination of Animals.

i. Upon transportation and acceptance of an Animal by the Facility, the County shall vaccinate: (1) a canine Animal for parvo and upper

# $2^{\text{ND}}$ ADDENDUM TO ANIMAL CONTROL JURISDICTIONAL AGREEMENT #21-057AC

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the both the First Addendum and the Second Addendum by and between the referenced Municipalities and Taney County. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

#### 2<sup>ND</sup> ADDENDUM FOR THE CITY OF BRANSON

## SECOND ADDENDUM TO AGREEMENT (Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Branson ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated April 9, 2018 ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated [AN 28, 2019("Addendum"); and

WHEREAS, County and City desire to amend the  $\Lambda$ greement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- The Agreement shall be modified by inserting new Paragraph 2.f., as follows:
  - Request for Assistance. The City may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the City to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the City to enter into the jurisdiction of the City to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the City with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the City agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the City, unless directly caused by the actions of the County Animal Control Officer. The County will charge the City the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement, and the City agrees to pay the County within the time period describe in said paragraph.
- 2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

#### 2<sup>ND</sup> ADDENDUM FOR THE CITY OF VILLAGE OF BULL CREEK

## SECOND ADDENDUM TO AGREEMENT (Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the Village of Bull Creek ("Village") a village

WHEREAS, County and Village entered into an Agreement for animal control, dated April 2, 2018 ("Agreement"); and

WHEREAS, County and Village entered into an Addendum to the Agreement, dated March 2016 "Addendum"); and

WHEREAS, County and Village desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- 1. The Agreement shall be modified by inserting new Paragraph 2.f., as follows:
  - Request for Assistance. The Village may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the Village to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the Village to enter into the jurisdiction of the Village to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the Village with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the Village agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the Village, unless directly caused by the actions of the County Animal Control Officer. The County will charge the Village the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement. and the Village agrees to pay the County within the time period describe in said paragraph.
- 2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and Village continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

#### 2<sup>ND</sup> ADDENDUM FOR THE CITY OF FORSYTH

## SECOND ADDENDUM TO AGREEMENT (Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Forsyth ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated April 30, 2013 ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated

WHEREAS, County and City desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- 1. The Agreement shall be modified by inserting new Paragraph 2.f., as follows:
  - f. Request for Assistance. The City may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the City to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the City to enter into the jurisdiction of the City to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the City with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the City agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the City, unless directly caused by the actions of the County Animal Control Officer. The County will charge the City the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement, and the City agrees to pay the County within the time period describe in said paragraph.
- 2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

#### 2<sup>ND</sup> ADDENDUM FOR THE CITY OF HOLLISTER

## SECOND ADDENDUM TO AGREEMENT (Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Hollister ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Addendum to the Agreement, dated April 4, 2019. ("Addendum"); and

WHEREAS, County and City desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- The Agreement shall be modified by inserting new Paragraph 2.f., as follows:
  - Request for Assistance. The City may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the City to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the City to enter into the jurisdiction of the City to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the City with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the City agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the City, unless directly caused by the actions of the County Animal Control Officer. The County will charge the City the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement. and the City agrees to pay the County within the time period describe in said paragraph.
- 2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

#### 1<sup>ST</sup> ADDENDUM FOR THE CITY OF MERRIAM WOODS

## FIRST ADDENDUM TO AGREEMENT

(Animal Control)

This First Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Merriam Woods ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated June 14, 2021 ("Agreement"); and

WHEREAS, County and City desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- The Agreement shall be modified by inserting new Paragraph 2.f., as follows:
  - Request for Assistance. The City may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the City to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the City to enter into the jurisdiction of the City to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the City with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the City agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the City, unless directly caused by the actions of the County Animal Control Officer. The County will charge the City the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement, and the City agrees to pay the County within the time period describe in said paragraph.
- This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

#### 2<sup>ND</sup> ADDENDUM FOR THE CITY OF ROCKAWAY BEACH

## SECOND ADDENDUM TO AGREEMENT (Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Rockaway Beach ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated March 2018 ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated hocil5,2019\_ ("Addendum"); and

WHEREAS, County and City desire to amend the Agreement pursuant to the terms and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- The Agreement shall be modified by inscrting new Paragraph 2.f., as follows:
  - Request for Assistance. The City may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the City to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the City to enter into the jurisdiction of the City to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the City with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the City agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the City, unless directly caused by the actions of the County Animal Control Officer. The County will charge the City the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement. and the City agrees to pay the County within the time period describe in said paragraph.
- 2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1. above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

#### 1ST ADDENDUM FOR THE VILLAGE OF SADDLEBROOKE

## FIRST ADDENDUM TO AGREEMENT (Animal Control)

This First Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the Village of Saddlebrooke ("Village"), a village.

WHEREAS, County and Village entered into an Agreement for animal control, dated  $\mathcal{D}_{\text{RC.3D13D1Q}}$  ("Agreement"); and

WHEREAS, County and Village desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth therein, the parties agree as follows:

- 1. The Agreement shall be modified by inserting new Paragraph 2.f., as follows:
  - f. Request for Assistance. The Village may request the assistance of a County Animal Control Officer within the jurisdictional boundaries of the Village to perform and assist with animal control services. In the event of any such request, the County Animal Control Officer is authorized by the Village to enter into the jurisdiction of the Village to perform all actions and services that are necessary and appropriate in responding to the request for assistance by the Village with respect to animal control issues. Subject to and without waiving the sovereign, governmental and official immunity of the parties and their agents and employees, the Village agrees to be responsible for any liability due to personal injury or property damage arising out of any acts or omissions involving the request for assistance with respect to animal control issues within the Village, unless directly caused by the actions of the County Animal Control Officer. The County will charge the Village the rate of \$12.47 per hour, plus \$0.37 per mile for the services described in this sub-paragraph, which shall be invoiced and billed pursuant to the provisions of paragraph 5 of this Agreement, and the Village agrees to pay the County within the time period describe in said paragraph.
- This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Village continue to be bound by the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

# CITY OF BRANSON FUNDING AGREEMENT APPROVAL REQUEST – COUNTRY BLUFF SEWER MAIN MODIFICATION & EXTENSION PROJECT

John Soutee, Environmental Services Project Coordinator, was present.

Commissioner Williams moved to approve the Inter-Governmental Funding Agreement by and between Taney County the City of Branson and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

#### PARKING GARAGE DISCUSSION

Scott Terpening, Building and Grounds, was present.

Discussion ensued.

**RECESS: 9:42 A.M.** 

RECONVENE: 9:50 A.M.

#### DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

Also present: Lesley Wallace, Commission Assistant, and Stephanie Spencer, Chief Deputy Clerk.

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

Presiding Commissioner , Eastern Commissioner; Western Commissioner

#### ADJOURNMENT:

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

ADJOURN: 9:52 A.M.

The minutes were taken and typed by Stephanie Spencer, Chief Deputy Clerk.