OFFICIAL COMMISSION MINUTES JANUARY 4TH, 2022 – 1ST DAY OF THE JANUARY 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 9:00 a.m.

COMMISSION REMARKS

None.

PUBLIC HEARING FOR THE PROPOSED 2022 BUDGET

David Clark, County Auditor, was present.

Discussion ensued.

Commissioner Williams moved to close Public Hearing for the Proposed 2022 Budget. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #466049 through Checks #466070, no Warrants, and no Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

APPROVAL OF PREVIOUS MINUTES

Commissioner Williams moved to approve Executive and Regular Session Minutes for December 27th, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (abstain).

INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI & THE TANEY COUNTY REGIONAL SEWER DISTRICT (ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS)

Brad Allbritton, Taney County Regional Sewer District Administrator, was present.

Commissioner Williams moved to approve the Inter-Governmental Funding agreement by and between Taney County and the Taney County Regional Sewer District for the Annual Non-Project Specific Capital Improvements. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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

ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS

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 sewer systems within Taney County 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 wastewater infrastructure. It has been determined that the projects and expenditures as described in Exhibit A, which is attached hereto, are feasible and eligible for funding through Sewer Sales Tax.

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.

1

AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI & THE TANEY COUNTY REGIONAL SEWER DISTRICT (EMORY CREEK RANCH SUBDIVISION SEWER PROJECT) (ENGINEERING, PERMITTING, LAND ACQUISITIOIN, LEGAL SERVICES & CONSTRUCTION)

Brad Allbritton, Taney County Regional Sewer District Administrator, was present.

Commissioner Williams moved to approve the Amendment to the Inter-Governmental Funding Agreement by and between Taney County and the Taney County Regional Sewer District for the Emory Creek Ranch Subdivision Sewer Project. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AMENDMENT TO 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 this _____ day of _____, 2021, by and between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District and County entered into an Inter-Governmental Funding Agreement in February 2018, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the District and the County entered into an Amendment to Inter-Governmental Funding Agreement in December 2019, which extended the timeline for completion of the project to December 31, 2021, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, due to unforeseen delays, the Project will not be completed by December 31, 2021 and the District has requested additional time to complete the Project; and

WHEREAS, the parties desire to increase the time frame for completion of the Project so that it shall be completed on or before December 31, 2023; and

WHEREAS, due to the Missouri Department of Natural Resources requirement to evaluate and upgrade as necessary the Emory Creek Wastewater Treatment Facility, the District will require additional funds to complete the Project; and

WHEREAS, the parties desire to increase the funding amount by TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for the Project in order to complete the evaluation and upgrade of the Emory Creek Wastewater Treatment Facility and associated collection system as required; and

WHEREAS, the parties wish to reduce their Agreement to writing.

NOW, THEREFORE, the parties hereto agree as follows:

 The parties agree that the amount funded for this Project shall be increased by TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) to complete the Project, including Engineering, Permitting, Land Acquisition, Legal Services, and Construction for the

AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI & THE TANEY COUNTY REGIONAL SEWER DISTRICT (RIDGEDALE SANITARY SEWER PROJECT) (ENGINEERING, PERMITTING, LAND ACQUISITIOIN, LEGAL SERVICES, BIDDING & CONSTRUCTION)

Brad Allbritton, Taney County Regional Sewer District Administrator, was present.

Commissioner Williams moved to approve the Amendment to the Inter-Governmental Funding Agreement by and between Taney County and the Taney County Regional Sewer District for the Ridgedale Sanitary Sewer Project. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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

RIDGEDALE SANITARY SEWER PROJECT (Engineering, Permitting, Land Acquisition, Legal Services, Bidding and Construction)

THIS AGREEMENT is made and entered into this ______ day of ______, 2021, by and between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District and County entered into an Inter-Governmental Funding Agreement in January 2016, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the District and the County entered into an Amendment to Inter-Governmental Funding Agreement in May 2018, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, due to unforeseen delays, the Project will not be completed by December 31, 2021 and the District has requested additional time to complete the Project; and

WHEREAS, the parties desire to increase the time frame for completion of this work so that it shall be completed on or before December 31, 2024; and

WHEREAS, the parties wish to reduce their Agreement to writing.

NOW, THEREFORE, the parties hereto agree as follows:

- The parties agree that the time frame for completing said Project is extended through December 31, 2024.
- 2. In all other respects, the original Funding Agreement and remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates next to their signatures below.

By: Mike Scofield, Presiding Commissioner of Tanel County

AGREEMENT FOR SEPTIC SYSTEM SERVICES #21-152ES

John Soutee, Environmental Services Project Coordinator, was present.

Commissioner Williams moved to approve the agreement for Septic System Services by and between S&S Pumping Co, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-152ES

AGREEMENT for SEPTIC SYSTEM SERVICES

THIS AGREEMENT dated the $\underline{\mathcal{L}^{fh}}$ day of $\underline{\mathcal{L}^{nu}}$ 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and S & S Pumping, Inc., a Missouri corporation (hereinafter "Contractor").

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 to provide Septic System Services ("Services") shall include the Contractor's bid response to County's Request For Bid # 202111-492 and any applicable addenda which are 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. Services provided under this Agreement shall not exceed the prices as set forth in the Contract Documents, and as quoted in the attached bid response table. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur regarding Services availability, the County may consider all other options, including the next lowest Bidder.
- 3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for one (1) additional one-year period by Order of the County Commission subject to the pricing clauses as agreed to and offered by the Contractor's bid response to continue to perform services "as needed". This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.
- 4. Billing and Payment. All billing must be invoiced in duplicate with specific department information and include bid reference #202111-492 for tracking. Billings and invoices, in duplicate, 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.
- <u>6. Entire Agreement.</u> 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.

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VACATION OF A PORTION OF MONTROSE DRIVE – TANEYCOMO HIGHLANDS NO. 2 #21-147RB

Clifford Baker, of 337 Thistle Rd, Branson, Missouri, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to table Vacation of a Portion of Montrose Drive – Taneycomo Highlands #2 to a definite date of January 18th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI & THE TANEY COUNTY REGIONAL SEWER DISTRICT (ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS)

Brad Allbritton, Taney County Regional Sewer District Administrator, was present.

Commissioner Williams moved to approve the Inter-Governmental Funding agreement by and between Taney County and the Taney County Regional Sewer District for the Annual Non-Project Specific Capital Improvements. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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

ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS

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 sewer systems within Taney County 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 wastewater infrastructure. It has been determined that the projects and expenditures as described in Exhibit A, which is attached hereto, are feasible and eligible for funding through Sewer Sales Tax.

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.

1

AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI & THE TANEY COUNTY REGIONAL SEWER DISTRICT (RIDGEDALE SANITARY SEWER PROJECT) (ENGINEERING, PERMITTING, LAND ACQUISITIOIN, LEGAL SERVICES, BIDDING & CONSTRUCTION)

Brad Allbritton, Taney County Regional Sewer District Administrator, was present.

Commissioner Williams moved to approve the Amendment to the Inter-Governmental Funding Agreement by and between Taney County and the Taney County Regional Sewer District for the Ridgedale Sanitary Sewer Project. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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

RIDGEDALE SANITARY SEWER PROJECT (Engineering, Permitting, Land Acquisition, Legal Services, Bidding and Construction)

THIS AGREEMENT is made and entered into this ______ day of ______, 2021, by and between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District and County entered into an Inter-Governmental Funding Agreement in January 2016, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the District and the County entered into an Amendment to Inter-Governmental Funding Agreement in May 2018, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, due to unforeseen delays, the Project will not be completed by December 31, 2021 and the District has requested additional time to complete the Project; and

WHEREAS, the parties desire to increase the time frame for completion of this work so that it shall be completed on or before December 31, 2024; and

WHEREAS, the parties wish to reduce their Agreement to writing.

NOW, THEREFORE, the parties hereto agree as follows:

- The parties agree that the time frame for completing said Project is extended through December 31, 2024.
- 2. In all other respects, the original Funding Agreement and remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates next to their signatures below.

By: Mike Scofield, Presiding Commissioner of Tanel County

VACATION OF A PORTION OF FOX ROAD #21-151RB

Devin Huff, Road & Bridge Administrator, and Martin Studer, of 1790 Fox Road, Reeds Spring, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Petition #21-151RB withdrawn by the Petitioner.

VACATION OF A PORTION OF VALLEY STREAM CIRCLE – PINE WOODS VILLAGE #21-117RB

Tony Krukow, Attorney, representing Richard & Kathy Allenbrand of Valley Stream Circle, Hollister, Missouri was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to table the Vacation of a Portion of Valley Stream Circle – Pine Woods Village #21-117RB to a definite date of January 24th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated January 4, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"

Exhibit	:_A	-	Date: /-4-2022	RE PA	AID ABATEMENTS			3.0		3			. *	¢ u		
AbNumber 212211	AbYear SuppDate 2021 0000-00-00		Parcel 18-1.0-02-002-001-010.005	Name D/P COMBINE WITH 10.04	Reason DOUBLE ASSESSED	EndRes	AdjRes 0	EndAg 0	AdjAg	EndCom 6751	AdjCom -8099	Notes	Approved	Denled	Tabled	

BROADBAND DISCUSSION

Cassie Cunningham, White River Valley Electric Cooperative Manager of Communications & Member Engagement, was present.

Broadband discussion ensued.

COURT ORDERS

Susan Chapman, Assessor, and Wesley Shoemaker, Deputy Clerk, were present.

Discussion ensued.

RECESS: 10:37 A.M.

RECONVENE: 10:44 A.M.

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, were present.

Commissioner Wyatt moved to approve Exhibit "B" dated January 4, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "B"

			DOUBLE ASSESSED											
Exhibit: B		Date: 1-4-2022												
AbNumber Ab	bYear SuppDate	Parcel 04-9.0-29-004-001-011.003	Name D/P COMBINE WITH 4-9-29-4-2-1.000	Reason DOUBLE ASSESSED	EndRes	AdjRes		AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
		05-1.0-02-000-000-005.110	D/P COMBINE WITH 5.109	DOUBLE ASSESSED	0	-3800		0	Č	C		Ž.		

Presiding Commissioner Mt; Eastern Commissioner Western Commissioner

VACATION OF A PORTION OF FOX ROAD #21-151RB

Devin Huff, Road & Bridge Administrator, and Martin Studer, of 1790 Fox Road, Reeds Spring, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Petition #21-151RB withdrawn by the Petitioner.

VACATION OF A PORTION OF VALLEY STREAM CIRCLE – PINE WOODS VILLAGE #21-117RB

Tony Krukow, Attorney, representing Richard & Kathy Allenbrand of Valley Stream Circle, Hollister, Missouri was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to table the Vacation of a Portion of Valley Stream Circle – Pine Woods Village #21-117RB to a definite date of January 24th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated January 4, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"

Exhibit	:_A	-	Date: /-4-2022	RE PA	AID ABATEMENTS			3.0		3			. *	¢ u		
AbNumber 212211	AbYear SuppDate 2021 0000-00-00		Parcel 18-1.0-02-002-001-010.005	Name D/P COMBINE WITH 10.04	Reason DOUBLE ASSESSED	EndRes	AdjRes 0	EndAg 0	AdjAg	EndCom 6751	AdjCom -8099	Notes	Approved	Denled	Tabled	

BROADBAND DISCUSSION

Cassie Cunningham, White River Valley Electric Cooperative Manager of Communications & Member Engagement, was present.

Broadband discussion ensued.

COURT ORDERS

Susan Chapman, Assessor, and Wesley Shoemaker, Deputy Clerk, were present.

Discussion ensued.

RECESS: 10:37 A.M.

RECONVENE: 10:44 A.M.

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, were present.

Commissioner Wyatt moved to approve Exhibit "B" dated January 4, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "B"

			DOUBLE ASSESSED											
Exhibit: B		Date: 1-4-2022												
AbNumber Ab	bYear SuppDate	Parcel 04-9.0-29-004-001-011.003	Name D/P COMBINE WITH 4-9-29-4-2-1.000	Reason DOUBLE ASSESSED	EndRes	AdjRes		AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
		05-1.0-02-000-000-005.110	D/P COMBINE WITH 5.109	DOUBLE ASSESSED	0	-3800		0	Č	C		Ž.		

Presiding Commissioner Mt; Eastern Commissioner Western Commissioner

RECESS: 10:46 A.M.

EXECUTIVE SESSION 11:08 A.M.

EXECUTIVE SESSION PER SECTION 610.021. (1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

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

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE: 11:23 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Nikki Lawrence, Purchasing Director and Legal Liaison, and Travis Elliott, Attorney.

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

ADJOURNMENT

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

ADJOURN: 11:28 A.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Stephanie Spencer, Chief Deputy Clerk typed by Stephanie Spencer, Chief Deputy Clerk.

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