

OFFICIAL
OCTOBER 29, 2012, 9th DAY OF
THE OCTOBER ADJOURN TERM

The County Commission met in the Commission Hearing Room at 8:30 a.m. with Ron Houseman, Danny Strahan, and Jim Strafuss present. The following proceedings were had and made a matter of record:

PRELIMINARY STUDY MEETING

The Commission met to review previous meeting minutes and accounts payables.

PUBLIC COMMENT

Assessor James Strahan came before the Commission to discuss the with-holding of funding to his office by the State Tax Commission and the subsequent vote that was taken by the Commission concerning additional funding for the Assessor's Office.

CALL TO ORDER

Commissioner Houseman called the October 29, 2012 meeting to order at 9:02 a.m.

PRAYER

Commissioner Strafuss led the prayer.

PLEDGE OF ALLEGIANCE

Commissioner Strahan led the Pledge of Allegiance.

PREVIOUS MEETING MINUTES

Commissioner Strafuss moved to approve previous meeting minutes dated October 15, 22 (including the Emergency Meeting), 2012 with corrections and changes. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

ACCOUNTS PAYABLE

Commissioner Strafuss moved to approve accounts payables as follows:

ACCOUNTS PAYABLE

DATE 10/29/2012

CHECKS		WARRANTS			
<u>331033</u>	to	<u>331096</u>	<u>5698</u>		
<u>331097</u>	to	<u>331101</u>			
	to				

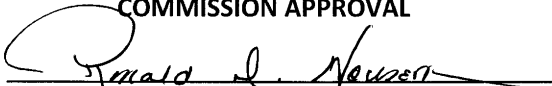
- TRANSFERS**
1. _____
 2. _____
 3. _____
 4. _____

Please sign and date that you have reviewed the included information.

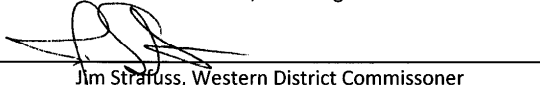
Date	Time	Signature	Comments
10/25/2012	2:00pm	JJ	

NOT APPROVED	COMMENTS:
CHECKS	TRANSFERS

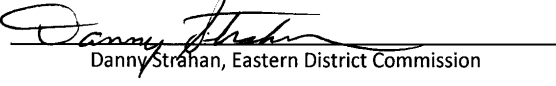
COMMISSION APPROVAL



 Ronald D. Houseman, Presiding Commissioner



 Jim Strafuss, Western District Commissioner



 Danny Strahan, Eastern District Commission

Please keep accounts payable in the order in which you receive them.

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

FUNDING AGREEMENT FOR VILLAGE OF KIRBYVILLE

John Soutee came before the Commission concerning a funding agreement with Taney County, Taney County Regional Sewer District, and the Village of Kirbyville. The Sewer District had recently approved a contract with Shultz Survey and Engineering Company to develop a plan to expand the Kirbyville Sewers just east of Camp Edwards Road across Hwy 76 to the Meadows Industrial Park. In order to do this the Sewer District needs a Funding Agreement signed with the Commission. Discussion ensued concerning which properties this project will benefit.

The Village of Kirbyville had been interested in completing this work but due to an agreement that had been signed a few years back they have to forgo their sales tax monies until those dollars are replenished. Discussion ensued on the best way to expedite this process. Mr. Soutee said that the Commission had decided to have their legal counsel look at the old agreement to see how it may be dissolved. Out of the 9 entities going through this process the Village of Kirbyville is the only one that was asked to pay back monies. The other entities had been given their Sewer Systems when they were built. Commissioner Houseman asked Mr. Soutee if he could facilitate the discussions with the Sewer District Board on behalf of the Village of Kirbyville.

Commissioner Strahan moved to approve the Funding Agreement between Taney County, Missouri, and Taney County Regional Sewer District.

**INTER-GOVERNMENTAL FUNDING AGREEMENT
TANEY COUNTY, MISSOURI
AND
TANEY COUNTY REGIONAL SEWER DISTRICT
KIRBYVILLE SANITARY SEWER EXTENTION PROJECT**

THIS AGREEMENT is made and entered into between the 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 knows 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 §204.320; 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 Taney County sewer systems through projects utilizing expenditures of sewer sales tax funds; and

WHEREAS, the County has approved under the 2012 Budget the funding for the Construction Phase of a sewer improvement projects and the Taney County Regional District would like to use a portion of those dollars for the Kirbyville Sanitary Sewer Extension Project;

NOW, THEREFORE, the County and District, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are incorporated herein as if fully set forth.

I. Scope of Agreement

A. The County Agrees to

1. Provide funding for the Design and Construction Phases of the Kirbyville Sanitary Sewer Extension Project up to \$160,000.
2. Unless an invoice requires immediate payment under the terms of the project contract or due to an emergency, the County will pay the District on a monthly basis, at the first of each month, for the invoices then due on the project.

B. The District Agrees to

1. Proceed with the necessary steps to design the project.
2. Provide the oversight to ensure the project is properly designed and satisfactorily constructed.
3. Provide written progress reports on a monthly basis.

II. Term

This Agreement shall become effective as soon as signed by all parties and shall remain in force until September 30, 2014, unless terminated earlier in accordance with its terms herein.

III. Termination

This Agreement may be terminated by mutual consent of the parties if it is determined that the project contemplated in this Agreement will not go forward. Any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

IV. Amendment

Amendments to this Agreement may be proposed by any party upon written notice to the other parties, and such amendments shall become effective as soon as signed by all parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To County:

Ronald D. Houseman, Presiding
Commissioner
Taney County, Missouri
P. O. Box 1086
Forsyth, Missouri 65653

With copy to:

Nikki Lawrence
Commissioners Assistant
P. O. Box 1086
Forsyth, Missouri 65653

To District:

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

With copy to:

John Soutee, Administrator
P.O. Box 206
Forsyth, MO 65653

VI. Allocation of Liability

The County and District agree that each party will assume its own liability for all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, its activities or performance of this Agreement or liability, damages and expenses arising out of performance of the obligations stated in this Agreement.

VII. Indemnity/ Liability Insurance

Without limiting any other obligations under this agreement, the District 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 Taney County against all risks of loss and liability which may arise out of the District's performance of this agreement, including but not limited to general liability coverage, wrongful termination, employee rights under federal or state statutes, or Missouri common law.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of Taney County's or the District's rights or defenses with regard to each entities applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event any suit based upon a claim, action, loss, cost, expense or damage arising out of the project contemplated in this Agreement is brought against the County based on the District's actions, the District shall defend and indemnify the County, its elected officials and employees at its sole cost and expense; provided that the County retains the right to participate in such suit. If any important principle of governmental or public law is involved, the County may, at its expense, participate in and prosecute such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the District's actions, the District shall satisfy the same in full.

VIII. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon the parties unless stated herein.
- B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County and District Board, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- C. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.

- D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE FOR INTERGOVERNMENTAL FUNDING AGREEMENT
REGARDING KIRBYVILLE SANITARY SEWER EXTENSION PROJECT:**

County of Taney, Missouri

By Ronald D. Houseman
Ronald D. Houseman,
Presiding Commissioner

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Ronald D. Houseman, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

Donna Neeley
County Clerk, Donna Neeley

Taney County Regional Sewer District

By Nathan Easley
Nathan Easley
Chairman of the Board

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

Linda Todd
Secretary, Linda Todd

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Agreement is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement with the Taney County Regional Sewer District for the Taney County Regional Sewer District Kirbyville Sanitary Sewer Extension Project.

By: *Rick P. Findley*
Rick Findley
Taney County Auditor

Date: 10-29-2012

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

The Commission wants the record to show they are in agreement the use of dollars already in the budget for engineering costs as stated by Mr. Souttee, with Line Item #780-53-025.

SHADY DRIVE DISCUSSION

Randy Haes and David Stottle came before the Commission to discuss issues with Shady Drive. Discussion ensued concerning vacating the road. The Commission directed Randy Haes to work with Frank Cottey to post the legal notice for Road Vacation for January, 2013.

VETERANS TASK FORCE

Tom Goldsworthy, with the Veterans Task Force, came before the Commission to inform them of the Veteran's Walls of Heroes Ribbon Cutting. The new exhibit portrays veterans that have lived and do currently live in this area. He invited the Commission to the ceremony on November 1, 2012, at 11:00 am. He also requested the Commission to consider placing signs on the entrance ways of Taney County, thanking the veterans, who visit or live here, for their service. Mr. Goldsworthy would like this to include not only Veterans but also Law Enforcement, First Responders, and Fire Fighters. Commissioner Strahan made Mr. Goldsworthy aware of discussions already being held by the Commission concerning a billboard for this purpose.

AGENDA REQUESTS REVIEW

Nikki Lawrence came before the Commission to review agenda requests.

MANAGED PRINT SERVICES

Purchasing Agent Ron Erickson came before the Commission to discuss cooperative purchasing for the Managed Print Services. He informed them by using the AEPA (Association of Educational Purchasing Agencies) the legal requirements for Bidding Process are met through cooperative purchasing with an addendum contract. Mr. Erickson stated once the equipment is in place then the next step would be to determine a service provider and that he had started this process. They have started to contact those providers and Kyocera is the equipment that has surfaced and there are two print vendors that participated in a phone bid process on one machine and determined that Cooperate Business Systems had the lowest cost per copy plus they are the designated vender of choice by the AEPA concerning Kyocera's. Mr. Erickson has been in contact with Dustin West who is the Director of Sales for Cooperate Business Systems and has submitted in writing for 60 months of service a cost per copy of \$.0043 on black and white, and .032 on colored copies. Mr. Erickson said he is waiting on the Commissioner directions regarding the immediate needs of county offices. Discussion ensued concerning the purchasing of new machines and maintenance agreements.

Commissioner Houseman clarified that the County could lean upon AEPA to provide maintenance for the machines besides the machines themselves. Mr. Erickson said that was correct. Commissioner Houseman asked for Mr. Erickson to bring a list of the approximate

number of total machines needing to be replaced whether they are broken or its operation cost is too expensive.

**EXECUTIVE SESSION – PERSONNEL AND CONTRACTS
PER SECTION 610.021 (3) (12)**

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021 (3) (12). Commission Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**EXECUTIVE SESSION
9:59 AM**

See Executive Session Minutes for actions, if any.

Commissioner Strafuss moved to exit out of Executive Session. Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**OUT OF EXECUTIVE SESSION
11:55 AM**

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

**ADJOURN
11:55 AM**

The minutes were taken and typed by Stacey Clemans, Deputy Clerk.