

**OFFICIAL
COMMISSION MINUTES
December 5th, 2018 15th DAY OF
THE OCTOBER ADJOURN TERM**

FORMAL AGENDA

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

Also present is Scott Starrett, Planning and Zoning Administrator, Rick Findley, Auditor, Donna Neeley County Clerk and Jimmy Russell, Taney County Sherriff.

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 1:47pm.

DISCUSSION OF CHRISTMAS EVE

Presiding Commissioner Mike Scofield shared that Governor Parson is closing the state offices for Christmas Eve. Sheila Wyatt states that we usually follow what the state offices do.

Brandon Williams made a motion to close the court house on Monday December 24, 2018. Sheila Wyatt seconds the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Scott Starrett left the meeting after Christmas Eve Discussion.

RECESS

1:50 p.m.

RECONVENE

2:00 p.m.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF
TANEY AND THE CITY OF FORSYTH**

Brandon Williams made a motion to approve the Intergovernmental agreement between Taney County and the city of Forsyth for 911 Dispatch Services. Sheila Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

INTERGOVERNMENTAL AGREEMENT BY THE COUNTY OF TANEY AND THE CITY OF FORSYTH FOR
911 DISPATCH SERVICES

Whereas, the City of Forsyth (hereafter 'City') is a municipality and the County of Taney (hereafter 'County') is a political subdivision of the State of Missouri and are authorized to enter into an agreement to provide common police and fire services pursuant to Missouri Constitution, Article 6, RSMo 70.220 and RSMo 70.815; and

Whereas, City and County each, for and in consideration of the promises herein made by the other, hereby agree:

1. The term of this agreement shall be for 12 months from the date it is fully executed.
2. No modifications of the terms of this agreement shall be valid until placed in writing and authorized by a majority of the governing body of each of the parties hereto.
3. The 'whereas' paragraphs above are incorporated herein.
4. The City shall hire, and at all times be the sole employer of, a 911 Communications Officer (hereafter Communications Officer).
5. The City shall maintain liability and workers compensation insurance covering the Communications Officer, as required by law.
6. The City shall select the Communications Officer pursuant to its normal procedures. The City shall not employ the Communications Officer until the Sheriff of County approves the individual selected.
7. The City shall pay all costs and expenses incurred to train and qualify the Communications Officer, unless this agreement to do so has been modified by prior agreement of the parties.
8. The pay and benefits to be provided the Communications Officer shall be set by the City and all pay and benefits shall be the sole responsibility of the City.
9. The work schedule for the Communications Officer shall be set by the Sheriff of County in his sole discretion. Time off from work, as authorized by the Communication Office employment agreement with the City, shall be scheduled by the Sheriff of County in his sole discretion.
10. The Communications Officer shall be required to follow all policies and procedures of the City and the Sheriff of County, and in the event conflicts arise, these will be resolved by the Mayor of the City, or his designee, and the Sheriff of County, with the results to be put in writing and signed by both.
11. Any necessary discipline will be handled by and in accordance with the policy and procedures of the Sheriff of the County. The right of discipline shall include the right to suspend the Communications Officer with pay. The City shall be notified of any

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF TANEY AND THE CITY OF FORSYTH

Brandon Williams motioned to approve addendum to Intergovernmental Agreement between Taney County and the city of Forsyth for Dispatch Services. Sheila Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 18-125CM

ADDENDUM TO INTERGOVERNMENTAL AGREEMENT BY THE COUNTY OF TANEY AND THE CITY OF FORSYTH FOR 911 DISPATCH SERVICES

WHEREAS, the County of Taney ("County") and City of Forsyth ("City") entered into an Intergovernmental Agreement for 911 Dispatch Services, dated December 5, 2018 ("Agreement"), for the period of December 4, 2018 to December 4, 2019; and

WHEREAS, the 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. Paragraph 11 of the Agreement shall be deleted, removed, replaced, and amended in its entirety with the following provision:

"City agrees that the individual employed as Communications Officer described in this Agreement must be and remain reasonably acceptable to Sheriff of County. The Communications Office shall be subject to the direction of Sheriff, as well as all policies and procedures of the City and Sheriff, as more fully described in paragraph 10. Sheriff may submit to City performance evaluations with respect to the 911 Dispatch Services and Communications Officer. City shall be responsible for discipline of the Communications Officer whether in response to a performance evaluation or otherwise, and Sheriff shall be notified of any disciplinary action by the City of the Communications Officer. City will reasonably follow Sheriff's requests for removal or replacement of the Communications Officer with respect to the 911 Dispatch Services to be provided pursuant to this Agreement."

2. 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 and the Agreement is modified only to the extent provided in paragraph 1, above.

TANEY COUNTY, MISSOURI



CITY OF FORSYTH

Rick Findley left at 2:04pm

EXECUTIVE SESSION

2:04p.m.

Brandon Williams moved to go into Executive Session pursuant to 610.021. 1 & 3.
Commissioner Wyatt seconded the motion. Motion passed pursuant to roll call vote: Scofield (aye), Williams (aye), Wyatt (aye).

RECONVENED REGULAR SESSION

Donna Neeley re-entered the meeting at 2:52pm.

BUDGET DUSCUSSION

At 2:55pm Dawn Bilyeu entered the meeting for the budget discussion.

The Commission discussed when and what transfers that were listed in the budget would take place.

Ricky Findley re-entered the meeting at 3:03pm.

Dawn Bilyeu left the meeting at 3:06pm.

Auditor budget #115 was reviewed by the Commission and agreed on \$107,720.96.
The Commission also discussed other accounts that needed to be reviewed and discussed document preservation and no decisions were made at this time.

The Commission agreed to change (#114-50-139) from \$750,000 to \$500,000.

The parks in the County of Taney were discussed and the Commission decided to leave the parks at \$30,000.

Jail account #118 was discussed and decided to hold off..

RECESS

4:07 p.m.

Minutes were taken and typed by Donna Neeley, County Clerk