OFFICIAL COMMISSION MINUTES DECEMBER 27th, 2022 – 17th 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).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

Presiding Commissioner Scofield expressed his appreciation to both the Eastern and Western Commissioners who showed the respect for each other which has been necessary for the Commission to work together to be able to move things forward and serve the citizens of Taney County. Presiding Commissioner Scofield is honored to have served the past 8 years. He has met his replacement Nick Plummer and is very confident that he will continue in the position respect for both Commissioners. Presiding Commissioner Scofield thanked everyone for their respect in his years of service.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #470130 through Check #470219, Warrant #8045, and four Transfers/Journal Entries. Commissioner Williams 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 the Regular Session Minutes for December 14th, 2022 and December 19th, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Executive Session Minutes for December 14th, 2022 and December 19th, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LEGAL SERVICES ENGAGEMENT AGREEMENT – 2023 – #22-143CM Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Legal Services Engagement Agreement by and between Ellis, Ellis, Hamons & Johnson and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-143CM Ellis, Ellis, Hammons & Johnson P.C. 2808 S. INGRAM MILL, A104 GFIELD MISSOURI 65804 ALSO LICENSED IN: *TEXAS **ARKANSAS ***OKLAHOMA ****KANSAS TELEPHONE (417) 866-5091 FAX (417) 866-1064 EEHJFIRM.COM OF COUNSEL: FRANK M. EVANS, III December 20, 2022

Taney County, Missouri Taney County Commission 132 David St. P.O. Box 1086 Forsyth, Missouri 65653

Re: Legal Services Engagement Agreement - 2023

Dear Commissioners:

RANSOM A ELLIS, III JOHN D. HAMMONS, JR." TODD A. JOHNSON TRAVIS A. ELLIOTT TINA G. FOWLER""

KENZIE BOBBINS

The purpose of this letter is to set forth an agreement for the provision of legal services by me and the firm of Ellis, Ellis, Hammons & Johnson, P.C. and Taney County, Missouri (hereinafter "you," "client," or "Taney County"). This firm and I agree to represent Taney County under the following terms and conditions:

- 1. Our fee will be based on the Fee Schedule attached to this Agreement, and our time will be billed in one-tenth of an hour increments. Our current fee schedule is attached, and you will be notified of any subsequent changes in our fee structure.
- 2. The term "this firm" means the lawyers for which the fee schedule is applicable, paraprofessionals, legal clerks, or investigators, and any other personnel employed by the firm. It is agreed that the attorney initially accepting the representation of your interests may, within his discretion, seek the assistance of other attorneys or staff members within the firm regarding legal matters, and may delegate work to be performed in connection with particular legal matters to other personnel.
- 3. You will be responsible for the payment of all costs and expenses, including (when applicable), but not limited to, postage, photocopies, preparation of documents., long-distance telephone charges, and travel expenses incurred in the furtherance of your interests. Mileage for automobile usage will be charged at the current rate approved by the IRS. Photocopy costs will be charged at the rate of \$0.20 per page.

NOTICE OF RENEWAL FOR AVIS LEASE AGREEMENT -- #22-137AIR Mike Mulinck, Airport Director, was present.

Commissioner Williams moved to approve the Renewal of the Avis Lease Agreement by and between Bob's Rental Incorporated d/b/a Avis and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-137AIR

NOTICE OF RENEWAL

To: Bob's Rentals, Inc. dba AVIS, Robert Jeffery Neuenschwander, President, 5000-3 W. Kearney, Springfield, Missouri 65803

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Bob's Rentals, Inc. dba AVIS, for automobile rental business, commencing January 1, 2023, for a period of one (1) year, which will expire on December 31, 2023, a copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield, Presiding Commissioner

Date: 12/27/22

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

Donna Neeley, County Clerk By:

Date: 12/27/2022

Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: David Clark, Taney County Auditor

Date: 12/27/2022

Presiding Commissioner \underline{NP} ; Eastern Commissioner \underline{Sw} ; Western Commissioner \underline{T}

OZARKS REGIONAL JUVENILE DETENTION DISTRICT – LEASE & CONTRACT Bart Owens, Chief Juvenile Officer, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Ozarks Regional Juvenile Detention District Lease & Contract File 22-138J between Wright County, Douglas County, Ozark County, Christian County and Taney County. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

CONTRACT FOR CONTINUATION OF THE OZARKS REGIONAL JUVENILE DETENTION DISTRICT

This Contract for continuation of the Ozarks Regional Juvenile Detention

District (hereinafter the District) is made and entered into this 21 day of December, 2022 by and between the following Missouri counties, acting by and through their respective County Commissions: Wright, Douglas, Ozark, Christian, and Taney (hereinafter the Counties). The District was established by agreement between the Counties dated February 1, 2001, and this Agreement provides for the continuation of the District and the juvenile services it provides.

WHEREAS, the Counties desire to establish, continue and organize the Ozarks Regional Juvenile Detention District in accordance with R.S.Mo., 211.500 in order to adequately provide for juvenile detention services and facilities; and

WHEREAS, the Counties have agreed to the following terms and conditions for establishment and continuation of the District and to set forth the duties of each county relating to the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Counties, the Counties do hereby agree as follows:

1. The name of the District shall be the Ozarks Regional Juvenile Detention District.

 The names of the Counties within the District are Wright, Douglas, Ozark, Christian, and Taney. The boundaries of the District shall be the boundaries of each of these Counties.

NOTICE OF RENEWAL FOR SEPTIC SYSTEM SERVICES

John Soutee, Environmental Services Coordinator, was present.

Commissioner Williams moved to approve Notice of Renewal for Septic Systems Services by and between S&S Pumping, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-142ES

NOTICE OF RENEWAL

To: S&S Pumping, Inc., Tim Smith, Owner, 108 Tannin Trace, Branson, Missouri 65616.

Notice is given that the County of Taney, Missouri agrees to renew the Septic System Services Agreement with S&S Pumping, Inc., for septic system program which provides reimbursement to homeowners, commencing January 4, 2023, for a period of one (1) year, which will expire on January 3, 2024. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield, Presiding Commissioner

Date: 12/27/2022

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

lonna neeley By: <u>Donna Neeley, County</u>

Date: 12/27/2022

Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

David Clark, Taney County Auditor By:

Date: 12/27/2022

LAGERS + PUBLIC SAFETY GROUP -- #22-140HR

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Resolution of the Taney County Missouri Commission authorizing and approve a change of retirement age provision #22-140HR. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-140HR

RESOLUTION OF THE TANEY COUNTY, MISSOURI COMMISSION

WHEREAS, the County Commission of Taney County, Missouri desires to authorize and approve a change in the retirement age provision of certain covered employees in the public safety group, consisting of dispatchers and the corrections department to the alternate "Rule of 80" for current and future eligible employees in accordance with § 70.646, RSMo. with respect to the Missouri Local Government Employees Retirement System; and

WHEREAS, the County Commission of Taney County, Missouri has received cost information for a possible change in retirement benefits for specified employees under the Missouri Local Government Employees Retirement System, and pursuant to § 105.675, RSMo., said cost information shall be made available for public inspection for at least forty-five (45) calendar days from the date of this Resolution and prior to adoption of the benefit change; and

NOW, THEREFORE, be it resolved and ORDERED by the County Commission of Taney County, Missouri, as follows:

1. <u>Statement of Cost.</u> The statement of cost related to the alternate "Rule of 80" which is attached to this Resolution as <u>Exhibit A</u> shall be made available as public information for at least forty-five (45) calendar days prior to the County Commission's consideration of final action to adopt the proposed change in benefits related to the retirement age provision of current and future eligible employees in the Missouri Local Government Employees Retirement System. Interested parties may view a copy of this cost information at the offices of the Taney County Commission or by contacting Dawn Muller.

2. <u>Effective Date.</u> This Resolution shall be in full force and effect on the date set forth below.

RESOLVED AND ORDERED this 21 day of December, 2022.

iding Commissioner

Williams, Associate Commissioner

Sheila ommissioner

ATTEST:

Donna Neeley, County Clerk 12 12/27/2022

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT – ASSESSMENT LAYERS

Susan Chapman, Assessor, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Addendum to Professional Services Agreement for Assessment Layers 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).

ADDENDUM TO AGREEMENTS for

PROFESSIONAL SERVICES & ASSESSMENT LAYERS

THIS ADDENDUM ("Addendum") made this _ day of December, 2022, with an effective date of January 1, 2023, by and between Schneider Geospatial, LLC, a Missouri limited liability company ("Vendor") and Taney County, Missouri ("County").

WHEREAS, Vendor and County have entered into certain Professional Services Agreements in order for Vendor to host Beacon and to provide assessment map layers to County ("Agreement"), attached hereto as Exhibit A;

WHEREAS, Vendor and County 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 herein, the parties agree as follows:

The parties agree to amend, revise and replace paragraph 2 of the Agreement with 1. respect to pricing for the following described services:

Description	Annual Amount	
Beacon : Hosting	12,912.00	3,228.00 per quarterly invoice (4
Core	included	
Мар	included	
Account Management	included	
Comparable Search	included	
EagleView ConnectView	included	
Client Discount	included	
Beacon : Hosting	708.00	708.00 per annual invoice (1)
Assessment Map Layers	included	

This Addendum is subject to the Agreement and to each and every term, 2. covenant, condition and agreement set forth therein. County and Vendor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement and Layer Agreement. The Agreement and Layer Agreement are modified only to the extent provided in paragraphs 1, above.

SERVICES AND MAINTENANCE AGREEMENT -- #22-141RB

Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Service & Maintenance Agreement by and between Sumner One, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

										No. 22-14	1RB
S	JMNERONE										GREEMENT
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Kathy Ro	berts	Anni Toj.	417-546-7	266			LATION CONTACT NAME: berts@taneycounty	mo goy	PHONE: 417-546-7266		
	oberts@taneycour	itymo.gov		Invoice delive	ery method:		LATION CONTACT EMAIL:	included.	111/ 510 /200		
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	Key Contact(s) Name:				Contact En	all: kathy.rob	erts@taneycountyn	10.00V	Contact Phone:	417-546-7266	
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5. TERM AND Equipment of	PAYMENT. The Term of this (b) be twelve (12) months an	Agreement ("Term"):	shall begin on th	e Commencer	ent Date and shall	(a) be the same Tem	n (initial Term, Renewal Term) : not paid when due, Customers	as specified in Cus	tomer's Lease Agree	ement for the Covered	
the amount de	Enquent, but in no event at a transactions in states where n	rate greater than allow	wed by applicabl	e law. Such cha	rge is in addition b	and not in lieu of oth	her rights and remedies Compa	iny may have. Con	a late charge equal pany reserves the ri	to five cents per one of ght to assess a surch	Iollar of arge upon
invoice when thereto; (iii) C	due; (ii) Customer's failure to p ustomer becomes insolvent (it	perform and comply w	with any of the ot	her terms, cove	and control of the	Agreement under ear	ch of the following circumstance ithin ten (10) days after Compa n; (v) Customer has a receiver,	es (each an 'Even	(of Default'): (i) Cus	omer's failure to time!	r pay any
consent; and/	or (v) Customer defaults under	r any other agreemen	t between the Pa	arties.		or work how how con	is the costonier has a receiver,	uusiee, conserva	ior or liquidator appo	inted with or without C	ustomer's

6. LOCATION. Customer will keep and use the Equipment only at the Equipment Installation Location set forth in Section 1.3 unless Customer obtains Company's written permission in advance to move it

AGREEMENT FOR TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS

Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for Transport and Marketing of Recyclable Materials by and between Taney County and Allied Services, LLC d/b/a Republic Services. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this 2 7 day of ________, 2022, by and between the Taney County, Missouri (hereinafter referred to as "County"), and Allied Services, LLC d/b/a Republic Services (hereinafter referred to as "Service Provider").

WHEREAS, Taney County, Missouri desires to engage the Service Provider to provide certain services hereafter more particularly described in the Response to Request for Bid for Transport and Marketing of Recyclable Materials attached hereto and incorporated herein by reference as <u>Exhibit A</u>; and

WHEREAS, the Service Provider made certain representations and statements to the County with respect to the provision of such services and the County has accepted said proposal; and

NOW THEREFORE, for the consideration herein expressed, it is agreed by and between the County and the Service Provider as follows:

1. Scope of Work. The County agrees to engage the work of the Service Provider and the Service Provider agrees to provide the services and assume the responsibilities hereinafter set forth in <u>Exhibit A</u>, attached to this Agreement. In the event of any conflict between Exhibit A and this Agreement, the terms and conditions of this Agreement shall control.

2. Exchange of Data. All information, data, and reports as are existing available and necessary for the carrying out of the work, shall be furnished to the requesting party without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of work.

3. **Payment for Labor and Materials.** The Service Provider agrees and binds itself to secure and pay for all personnel, labor, materials and supplies required to perform the services called for under this Agreement by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the County. All of the work required hereunder will be performed by the Service Provider or under the Service Provider's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such work. None of the work or services covered by this Agreement shall be subcontracted without he written approval of the County.

4. Term. The work of the Service Provider shall commence as soon as practicable after the execution of this Agreement, unless otherwise directed in writing, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of this Agreement. The initial terms of this Agreement will be from January 1, 2023 to a date ending December 31, 2023, with the option to renew for

EXCHANGE OF SOFT MATCH CREDIT – ATCHISON COUNTY

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Exchange of Soft Match Credit to Atchison County as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

County of TANEY State of Missouri OFFICE OF MEXE SCOFIELD PRESIDING COMMESSIONER BRANDON W. WILLAMS WISTERN DIST. COMMESSIONER SHEILA WYATT ASTHEN DIST. COMMESSIONER
Julie Ziebert Missouri Department of Transportation MoDOT SW District Liaison
RE: Exchange of Soft Match Credit
The Taney County Commission requests and directs MoDOT to transfer \$300,000.00 of our Soft Match Credit Funds to Atchison County.
Mike Scofield Presiding Commissioner Brandon W. Williams Western Dist. Commissioner Brandon W. Williams
Signed by Taney County on this date: $\frac{12/27/22}{27/22}$
In exchange, the Atchison County Commission agrees to pay Taney County the amount of \$150,000.00: <u>Underscore of James Quinty</u> Curtis Livengood James Quimby Presiding Commissioner Northern Dist. Commissioner Signed by Atchison County on this date: <u>II/16/2022</u>
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EXCHANGE OF SOFT MATCH CREDIT – POLK COUNTY

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Exchange of County funds for Soft Match Credit to Polk County as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye) Williams (aye), and Wyatt (aye).

OFFICE OF MIKE SCOFFELD PRESIDING COMMESSIONER BRANDON W. WILLIAMS WESTERN DIST. COMMISSIONER SHEILA WYATT LASTERN DIST. COMMISSIONER	P.O. BOX 1086 Office: (417) 546-7 www.	NTY COURTHO • FORSYTH, MO 6 204 • Fax: (417) 54 taneycounty.org on@co.laney.mo.us	5653	I MISSOURI
Missouri Department of Transporta	ation	at et at		
Attn: Garrett Evans		a' the second		
E: Exchange of County Funds for	Soft-Match Credit			
he Taney County Commission requ oft-Match Credit balance of Taney <u>wike Scafed</u> Alke Scofield residing Commissioner		- 4	of Soft-Match Credi	-
Igned by Taney County on this dat	e: 12/27/22	, s		
exchange, the Polk County Comm	lission agrees to pay Taney C	County the amoun	t of \$120,000.	
	linda Robertson thern Commissioner	Kyle Legan Northern Com	lepan nissioner	
gned by Polk County on this date:	Dec. 16.3033			

Presiding Commissioner <u></u>; Eastern Commissioner <u></u>, Western Commissioner <u></u>

COURT ORDERS

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

Commissioner Wyatt moved to approve abatements #213242, #213243, & #213244. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve abatements #213246, & #213247. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve abatement #213245. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to deny abatements #213240, & #213241. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



SW MISSOURI COUNCIL OF GOVERNMENTS - DISCUSSION

Jane Hood, Associate Director Southwest Missouri Council of Governments, was present.

Discussion ensued.

RECESS: 9:56 A.M.

RECONVENE: 10:13 A.M.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room) Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

Also present: Tami Koran, Commission Assistant, and Nikki Lawrence, Purchasing Director & Legal Liaison.

ADJOURNMENT

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

ADJOURN: 10:22 A.M.

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