OFFICIAL COMMISSION MINUTES MARCH 31st, 2025 – 24th DAY OF THE JANUARY ADJOURN TERM

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Nick Plummer (present), Brandon Williams (present), and Shane Keys (present).

PUBLIC COMMENT None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:00 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Keys moved to approve Checks #480192 through Check #480250, Warrant #8585, and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve the Regular Session Minutes for March 24th, 2025. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

ACCEPTANCE OF RESIGNATION OF BRIAN WILFONG FROM SB40 BOARD

Commissioner Williams moved to accept the resignation of Brian Wilfong from the SB40 Board effective immediately. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

ACCEPTANCE OF RESIGNATION OF ALEX WILLIAMS FROM AIRPORT BOARD

Commissioner Williams moved to accept the resignation of Alex Williams from the Airport Board. Commissioner seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

SHOOTING RANGE LIABILITY WAIVER AND RELEASE AND PARTICIPATION AGREEMENT FILE NO. 25-032S

Brad Daniels, Sheriff, Sgt. Jeremy Wilson, Range Instructor, were present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Keys moved to approve the Shooting Range Liability Waiver and Release and Participation Agreement File No. 25-032S. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



Taney County Sheriff's Office

Firearms Range Liability Waiver and Release

This Agreement is made and entered into by and between the Taney County Sheriff's Office, hereinafter referred to as "Range" and the undersigned, hereinafter referred to as "Participant".

1. Assumption of Risk

I, the undersigned Participant, acknowledge and understand that the use of firearms involves inherent risks, including but not limited to, physical injury, death, or damage to property. I voluntarily assume all such risks associated with my use of the firearms range and my participation in activities at the Range.

2. Release of Liability

In consideration of being permitted to use the firearms range, I hereby agree to release, discharge, and hold harmless the Range, its owners, officers, employees, agents, and affiliates from any and all claims, liabilities, damages, or causes of action arising out of or related to my use of the firearms range, including but not limited to, personal injury, property damage, or wrongful death.

3. Indemnification

I agree to indemnify and hold harmless the Range, its owners, officers, employees, agents, and affiliates from any claims, demands, actions, or suits arising out of or related to my use of the firearms range, including legal fees and costs.

4. Compliance with Rules

I agree to comply with all rules and regulations established by the Range for the safe and proper use of the facilities. I understand that failure to follow these rules may result in the termination of my use of the range and legal action for any resulting damages or injuries.

5. Medical Authorization

In the event of an emergency, I authorize the Range to seek medical treatment on my behalf if necessary. I agree to be responsible for any and all medical expenses incurred as a result of such treatment.

ACCEPTANCE OF CONSTRUCTION PLANS FOR PROTEM CEDAR CREEK BRIDGE.

Weston Hanger, Civil Engineer Great River Engineering, and Jack Cole, Assistant Road & Bridge Administrator, was present.

Commissioner Williams moved to accept the as built plans and allow Presiding Commissioner Plummer sign the front page of the Constructions Plans for Protem Cedar Creek Bridge. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



APPROVAL OF INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MO AND THE TANEY COUNTY REGIONAL SEWER DISTRICT: ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS

Brad Allbritton, Taney County Regional Sewer District was present. Presiding Commissioner Plummer referenced a letter from their attorney.

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

APPROVAL OF AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MO AND THE TANEY COUNTY REGIONAL SEWER DISTRICT; EMORY CREEK SANITARY SEWER IMPROVEMENT PROJECT (ENGINEERING, LAND ACQUISITION, LEGAL SERVICES, PERMITTING, BIDDING AND CONTRUCTION) Brad Allbritton, Taney County Regional Sewer District, was present.

Commissioner Williams moved to approve the Amendment to Inter-Governmental Funding Agreement by and between Taney County, Mo and Taney County Regional Sewer District; Emory Creek Sanitary Sewer Improvement Project so they can move forward contingent upon still having a conversation on who owns the capacity. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

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

EMORY CREEK SANITARY SEWER IMPROVEMENT PROJECT (Engineering, Land Acquisition, Legal Services, Permitting, Bidding, and Construction)

THIS AGREEMENT is made and entered into 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 May 2024, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purposes of completing the Emory Creek Sanitary Sewer Improvement Project; and

WHEREAS, the May 2024 funding agreement included funding through construction completion of the Phase 1 collection system improvements work, but not the construction phase of the Phase 2 improvements at the wastewater treatment facility; and

WHEREAS, the District has now bid out the construction of the Phase 2 wastewater treatment facility improvements and is now requesting two million four hundred dollars (\$2,400,000.00) in funding to complete that work; and

WHEREAS, the parties desire to increase the total funding for the Project to an amount of three million nine hundred thousand dollars (\$3,900,000.00) to properly complete the Project; and

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

NOW, THEREFORE, the parties hereto agree as follows:

- 1. The parties agree that the Project funding is increased to a total amount of three million nine hundred thousand dollars (\$3,900,000.00).
- 2. In all other respects, the original Funding Agreement 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.

COUNTY OF TANEY, MISSOURI

Bv IIMIN

Date: 3-3/-2025

Nick Plummer, Presiding Commissioner of Taney County

APPROVAL OF FILL DIRT AGREEMENT WITH DEVIN & ERIN HUFF

Jack Cole, Assistant Road & Bridge Administrator, was present

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Devin & Erin Huff and Taney County for unlimited effective April 2, 2025. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

> Please Check One: X Unlimited Loads 3 Load Limit

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Devin + Erin Huff (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of the County Highway Administrator only.

County Highway Assistant Administrator

<u>3-25-25</u> Date:

APPROVAL OF FILL DIRT AGREEMENT WITH KATHRYN Y LOPEZ-MORALES

Jack Cole, Assistant Road & Bridge Administrator, was present

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Kathryn Y Lopez-Morales and Taney County. Commissioner Keys seconded the motion. The motion passed by vote; Plummer (aye), Williams (aye), and Keys (aye).

> Please Check One: 🖄 Unlimited Loads 3 Load Limit

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with \underline{KaHnyn} Lopez Morale S (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of the County Highway Administrator only.

Jack Cele Jack County Highway Assistant Administrator

<u>3-24-25</u> Date:

APPROVAL OF SB190 APPLICATIONS

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to approve SB190 Applications #942 through #1049 and to deny Application #1050. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

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983			NDING	13/4	24/2025	5 09-	1.0-12-000-000	-008.019		G MARIE	SB190	X		X	x				
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994			DING	3/2	4/2025	03-8	8.0-27-003-020				S8190	X	_	X	X	1			
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122	2024 P						0-05-000-000-0		DONEY		6190	X	T	x	x				
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25	2024 P						0-14-004-009-0		ERRYJA		8190	X	T	x	x				
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27	2024 PE						0-35-000-000-0		EAL BR		8190	X	-	x	X				
28	2024 PE						0-04-000-000-0				8190	X	1	x	x				
29	2024 PE						-30-000-000-0				8190	X		X	X				
30	2024 PE						-32-001-020-0				B190	X		x	X				
31	2024 PE						-32-003-002-0				B190	X		x	x				
32	2024 PE						-10-000-000-00		JRT DA	and the second se	B190	X		X	x				
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34	2024 PE						-36-000-000-00				B190	X		X	x				
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1040	2024	PENDING	3/26/2025	09-3.0-05-000-000-013.000	ZIMAN MILTON	SB190	X	X	X	(1		T
1041	2024	PENDING	3/26/2025	08-4.0-17-000-000-004.015	BRANAM WALTER	SB190	X	X	X		1	1	1
1042	2024	PENDING	3/26/2025	08-1.0-12-004-009-002.000	CRAVENS JANIS	SB190	X	X	X)			
1043	2024	PENDING	3/26/2025	04-4.0-19-003-006-023.000	SWEITZER ROBERT	SB190	X	X	X	/			
1044	2024	PENDING	3/27/2025	08-2.0-09-000-000-043.000	WILFONG KENNETH	S8190	X	X	X	/			1
1045	2024	PENDING	3/27/2025	18-6.0-23-001-005-011.000	GASS DIANNE	SB190	X	X	X	1			1
1045	2024	PENDING	3/27/2025	19-2.0-10-004-001-015.000	VON DER HEIDE JANET	SB190	X	X	X	(1		1
1047	2024	PENDING	3/27/2025	08-5.0-16-001-002-047.000	DOCKERY RAMONA	SB190	X	X	X)	1		T
1048	2024	PENDING	3/27/2025	09-9.0-30-000-000-005.012	DIXON PATRICIA	SB190	X	X	X	1			
1049	2024	PENDING	3/27/2025	08-4.0-20-000-000-114.000	GARCIA FRANCISCO	SB190	X	X	X	/	1	1	1
			e al <u>a sedanteran</u> a	SB	190 PRESENTED	MARCH 3	1, 2025	;					
#	BASE YEAR	STATUS	DATE	PARCEL ID	NAME	REASON	ID	DEED	PD REC	APPROVED	DENIED	TABLED	NOTE

COURT ORDERS, PERSONAL PROPERTY ABATEMENTS AND ADD-ON REPORT Jen Hutchinson, Deputy Clerk, was present.

Commissioner William moved to approve Exhibit "A" dated March 31st, 2025. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

					PP PAID ABATEMENTS						
Date: 2-31-25 Ex	hibit:	4									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300938	2022	PENDING	2025-03-26	1-90312-900	BRANSON PARTY RENTALS LLC	PAID ABATEMENT CHANGE	44398	-14530	X		
300939	2024	PENDING	2025-03-26	1-90312-900	BRANSON PARTY RENTALS LLC	PAID ABATEMENT CHANGE	34703	-14530	X		1
300940	2023	PENDING	2025-03-26	1.90312.900	BRANSON PARTY RENTALS LLC	PAID ABATEMENT CHANGE	39758	-14530	X	1	1

RECESS: 9:26 A.M.

RECONVENE: 9:40 A.M.

CITY OF HOLLISTER SEPTIC RECEIVING STATION PROJECT

(Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Keys.

Also present: Kelly Burgess, Director of Public Works Hollister, Rick Ziegenfuss, Hollister City Administrator, Denis Olmstead, Deputy City Administrator of Hollister, Travis Heier, HDR Engineering Senior Project Manager, Brent Daniels, Waste Water Treatment Plant Supervisor of Hollister, John Soutee, Environmental Services Coordinator, Cody Stice, Planning & Zoning Administrator & Environmental Assistant Coordinator, Stephanie Spencer, County Clerk, and David Clark, County Auditor.

Discussion ensued.

ANIMAL CONTROL ROUND TABLE

(Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Keys.

Also present: Sherrie Simpson, Animal Control Supervisor, David Clark, County Auditor, Cody Stice, Planning & Zoning Administrator & Environmental Assistant Coordinator, Stephanie Spencer, County Clerk, John Soutee, Environmental Services Coordinator, and Nikki Lawrence, Purchasing Director & Legal Liaison.

Discussion ensued.

2025 FUNDING AGREEMENT DISCUSSION

Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Keys.

Also present: Cody Stice, Planning & Zoning Administrator & Environmental Assistant Coordinator, Stephanie Spencer, County Clerk, John Soutee, Environmental Services Coordinator, David Clark, County Auditor, Jack Cole, Assistant Road & Bridge Administrator, Weston Hanger, Civil Engineer Great River Engineering, and Jason Sivils, Great River Engineering.

Discussion ensued.

ROAD & BRIDGE ROUND TABLE

Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Keys.

Also present: Stephanie Spencer, County Clerk, David Clark, County Auditor, Jack Cole, Assistant Road & Bridge Administrator, Weston Hanger, Civil Engineer Great River Engineering, and Jason Sivils, Great River Engineering.

Discussion ensued.

RECESS: 11:13 A.M.

RECONVENE: 11:17 A.M.

EXECUTIVE SESSION: 11:47 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3)(12) (LEGAL, PERSONNEL & CONTRACTS)

(Taney County Commission Hearing Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Keys.

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

END OF EXECUTIVE SESSION: 12:26 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Keys.

Also present: Tami Koran, Commission Assistant and Stephanie Spencer, County Clerk.

ADJOURNMENT

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

ADJOURN: 12:35 P.M.

The minutes were taken by: Stephanie Spencer, County Clerk, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.