

**FEBRUARY 13, 2006 THE 11<sup>TH</sup> DAY  
OF THE JANUARY ADJOURN TERM**

The County Commission met in Associate II Circuit Courtroom at 9:03 a.m. pursuant to adjourn with Chuck Pennel, Presiding, Ron Herschend, Western District, and Danny Strahan, Eastern District present. The following proceedings were had and made a matter of record.

The prayer was led by Rick Findley followed by the pledge.

**SHERIFF JIMMY RUSSELL  
NEW DRUG DOG**

Jimmy Russell, Sheriff introduced the Sheriff's department's new drug dog. Russell stated that he plans on taking the new dog to the schools and introducing her to all of the kids. No motions were made and no votes were taken.

**Note:** Commissioner Herschend entered the Commission meeting at 9:07.

**ROAD VACATION**

Tressa Luttrell, Administrator stated that this road vacation was first brought to the Commission in October of 2005 regarding the Russell's and that a second reading took place on January 9, 2006 but there was no proof of publication at that time. Luttrell added that she has acquired the proof of publication and presented the Commission with a typed order from Tom Motley.

Commissioner Strahan stated that Tom Motley brought this road vacation to the Commission and that there are at least three or four homes on the other side of the road that would be affected. Strahan added that another property owner says his house lays in the easement, under contract. Strahan expressed that there are several questions to be answered on this road and that he is not sure what to do with the vacation. Strahan then asked Bob Paulson, County Counselor how the law reads as far as taking action on this issue.

Bob Paulson answered that a finding must be made that the road is useless to the public in order to vacate it or they must prove that it is an unnecessary expenditure to maintain the road. Paulson added that without a remonstrance there is nothing preventing the county from making this finding without having a hearing. A general discussion ensued.

Commissioner Strahan expressed that he would like to hear both sides of the story before making a decision to vacate the road.

Commissioner Herschend made motion to table the road vacation and requested that a notice be sent to the petitioners and Tom Motley, to attend the meeting next week

in order to answer some of the questions surrounding this issue. Paulson added that he doesn't see a problem, since there is no remonstrance on this road vacation. Commissioner Strahan seconded the motion. The motion passed by vote: Pennel (yes), Herschend (yes), Strahan (yes).

**BRANSON SPORTS CLUB  
PAM DAPPRICH**

Pam Dapprich, Branson Sports Club addressed the Commission regarding a letter of support for tax credits to aid the Branson Sports Club. Dapprich explained that one of the grants they would be applying for is the Youth Opportunity Program to help with the construction of their new building. Dapprich further explained that they are all volunteer's who work with the kids in the local area and that the program is designed to influence and develop children in several areas of life. Dapprich added that the new facility is off of Buchanan Road and that the sewer system is already complete.

Presiding Commissioner Pennel asked what kind of money she is hoping to get? Dapprich answered that this the Youth Opportunity Program grant has a tax credit cap of \$200,000 and that they estimate the new facility will cost around \$600,000.

Commissioner Herschend asked if the Sports Club is applying for the same tax credits as the Boys and Girls Club and the YMCA? Dapprich responded that she is not sure and that they try to apply for as many grants as they can. Commissioner Herschend stated that he appreciates what they do with the kids however, expressed a concern about starting new programs when there is only so much grant money available. Herschend added that sometimes it could turn into a competition of dollars, which impacts existing programs. Dapprich responded that there is a lack of quality programs and that often the other local programs fill up so fast that there is a constant need in the community for youth programs.

Commissioner Pennel asked Dapprich if she felt the Branson Sports Club is in competition with other local programs? Dapprich stated that she felt there was no competition; rather they were complimenting each other. A general discussion ensued. Commissioner Pennel suggested tabling this issue in order to have time to talk to the Boys and Girls Club to make sure there are no problems and to follow up on some questions.

Commissioner Strahan expressed that he is in total support of anything that has to do with children and community involvement. Strahan stated that he is trying to work in that direction with the Park Board and that he can't see the harm in applying for grants. Dapprich added that they are great kids who do various community service projects that put back into the community.

Commissioner Herschend stated that he is all for kids and clarified that he just wanted the Commission to understand that there is a "fixed pie" of available grant money for all not for profit organizations in the area. Herschend explained that he would not

vote for going forward until he knows how it will impact the community but clarified that he wouldn't vote against it either. Herschend then asked how many not for profit organizations is the county going to support?

Commissioner Pennel made a motion to table this issue in order to talk to the Boys and Girls Club and other organizations then bring it up again next week. Commissioner Herschend seconded the motion. The motion passed by vote: Pennel (yes), Herschend (yes), Strahan (yes).

### **ROAD PETITION LIVE OAK LANE**

Tressa Luttrell, Administrator explained that this petition was tabled in 2004 in order to discuss the road with the engineer. Luttrell further explained that it was originally for two roads, Yates Avenue and Live Oak Lane. Luttrell added that Yates Avenue was denied and that Live Oak was tabled in both July and September of 2004.

Randy Erhardt, Property Owner stated that when the petition was originally brought before the Commission in 2004 it was decided that they would wait until the subdivision filled in a little more before bringing it back before the Commission. Erhardt stated that they only have one lot left to fill in the subdivision. Erhardt explained that Yates Avenue was turned down because there are only two homes on Yates and they didn't want to extend that portion. Erhardt further stated that on Live Oak there are eleven dwellings and that they were going to change a culvert across Hampton. Erhardt added that the subdivision is located about ½ a mile past the Hwy 248 and Hwy160 intersection right before the Reeds Spring junction about one mile before the fire station.

Commissioner Herschend made a motion to approve taking Live Oak Lane in as a Class 6. Commissioner Pennel seconded for discussion and asked Randy Haes, Road and Bridge to tell property owners what else needs to be done before their road is taken in. Haes stated a culvert still needs to be put in and that there are a few shallow ditches at Hampton and Life Oak and added that the road is in decent shape. Herschend stated that the road surface is 18-20 feet road and that everything else appears to be in good shape. Herschend added that the petitioners/owners have been extremely patient during the course of this process.

Greg Altom expressed his appreciation to Randy Haes for his cooperation and added that some of the shallow ditches have been already been worked on. Herschend clarified that the chip and seal will not be immediate however, the county will be responsible for maintaining the road.

Commissioner Herschend then amended his motion to take Live Oak Lane in as a Class 5.

Commissioner Pennel asked Haes if snow removal would put too much of a burden on Road and Bridge? Haes stated that it would not. Pennel explained that there is

a schedule for chip and seal and clarified that other roads are before Live Oak on the list but it would eventually be chipped and sealed.

Commissioner Pennel then amended his second. The motion passed by vote: Pennel (yes), Herschend (yes), Strahan (yes).

**Recess 9:55**  
**Reconvene 10:00**

### **SMOKE SHACK**

Commissioner Herschend stated that the Smoke Shack was shut down last week and that he re-opened it. Herschend explained he had gotten phone calls from employees wanting it opened back up and asked what the Commissions' thoughts were on the issue. Herschend expressed that he feels it is a benefit for employees since the county is now smoke free it gives them a place to go when it is cold outside.

Jimmy Russell, Sheriff clarified that he shut it down because he was having time issues with his people visiting and taking 30 to 45 minute breaks. Russell stated that he will keep it shut to his people and added that another reason is so they won't smell when having to deal with the public. Russell further explained that he didn't realize other departments were using the Smoke Shack or he wouldn't have locked it and if other departments want to use it then he is fine with that.

Commissioner Strahan expressed his appreciation for Russell's "strong stance" on the issue and added that if other departments don't want to handle the situation then the Commission will leave it open. Herschend added that non-smokers take extended breaks as well and that it is up to the office holder to supervise their staff no matter where they are. Pennel stated that he is okay with leaving the smoke shack open. No motions were made and no votes were taken.

### **JIM TRAVIS CONTRACT** **DONNA NEELEY**

Donna Neeley, County Clerk stated that Jim Travis contacted her and requested that the last line stating he will contact the other office holders when he is making a trip to Taney County be taken off of the contract. Neeley added that Travis doesn't think it is a good use of his time and does not feel it is his responsibility.

Presiding Commissioner Pennel expressed that the contract needs to be completed and the county needs to get Jim Travis paid. Commissioner Pennel made a motion to take the amendment off of the contract, that states Jim Travis will contact the elected officials to let them know when he is coming down and get the issue taken care of.

Commissioner Herschend stated that he stands on his opinion that all elected officials need to agree to contact each other when they will be having Jim Travis come to Taney County so the county can fully utilize Travis's service.

James Strahan, Assessor explained that Jim Travis is "under the gun" and has many counties under contract to use his program. Strahan stated that Travis may have misunderstood the amendment and suggested having the amendment read that if an office holder contacts him then they will let the other office holders know he is coming to Taney County. Herschend expressed that Jim Travis is an asset and would be happy to second Pennel's motion if all three office holders who use Travis's program would agree to contact one another when Travis is making a trip to the county. A general discussion ensued. The motion died for lack of a second.

Shelia Wyatt, Collector stated that as an office holder she is not going to go on record as agreeing to contact the other office holders when Jim Travis is called to come to the county. Wyatt further stated that she works with the other office holders very well and that the Clerk's Office only uses him for levy's one time a year and things like Railroad Utilities throughout the year. Wyatt then added that at the first of March she would like the Collector's Office to start making the adjustments after the Board of Equalization approves the abatements, which would decrease the use of Jim Travis's program in the Clerk's Office. Wyatt further expressed that she feels it is not the Commissions duty to tell the office holders whom to call and contact and that the citizens elected them to do their jobs, which is what she will continue to do.

Donna Neeley, County Clerk stated, in response to the abatements, that she is, by statute, the secretary of the BOE and expressed that she does not see how it is the Collector's place to adjust the tax books.

Chuck Pennel stated that two different topics are going on here and made his motion again to take the amendment off of the contract. The motion died for the lack of a second.

### **PRIOR MINUTES**

Commissioner Herschend made a motion to approve minutes from January 30 and February 8. Commissioner Strahan seconded the motion. The motion passed by vote: Pennel (yes), Herschend (yes), Strahan (yes).

### **ACCOUNTS ALLOWED**

Commissioner Pennel made a motion to approve accounts payable warrants #93197-93294 and manual warrant #4458. Commissioner Herschend seconded the motion. The motion passed by vote: Pennel (yes), Herschend (yes), Strahan (abstain).

### **JANUARY BUDGET REPORT RICK FINDLEY**

Rick Findley, Auditor presented the following January 2006 Budget:

**Taney County for the Month Ending January 31, 2006**

	2004	2005	2006	2006	ACTUAL %
<b>FUND BALANCES</b>					
GCR FUND BALANCE	12,085,208.18	13,154,890.79	14,012,380.91	14,012,380.91	100.0%
GCR REVENUES	9,750,639.56	10,693,558.20	12,646,988.52	1,537,354.53	12.2%
EXPENDITURES	8,680,956.95	9,836,068.08	26,168,828.52	740,478.59	2.8%
<b>TOTAL GCR</b>	<b>13,154,890.79</b>	<b>14,012,380.91</b>	<b>490,540.91</b>	<b>14,809,256.85</b>	<b>3019.0%</b>
<b>ROAD &amp; BRIDGE FUND BALANCE</b>					
ROAD & BRIDGE REVENUES	1,303,563.49	1,294,468.45	1,252,850.00	133,007.24	10.6%
EXPENDITURES	697,168.97	501,961.05	8,655,986.13	10,214.30	0.1%
<b>TOTAL ROAD &amp; BRIDGE</b>	<b>6,673,957.30</b>	<b>7,466,464.70</b>	<b>63,328.57</b>	<b>7,589,257.64</b>	<b>11983.9%</b>
<b>ROAD &amp; BRIDGE TRUST FUND BAL</b>					
ROAD & BRIDGE TRUST REVENUES	6,053,087.51	6,281,767.89	6,138,000.00	634,926.60	10.3%
EXPENDITURES	6,833,161.70	9,183,827.67	13,516,157.38	375,768.03	2.8%
<b>TOTAL ROAD &amp; BRIDGE TRUST</b>	<b>8,980,798.03</b>	<b>6,078,738.25</b>	<b>(1,299,419.13)</b>	<b>6,337,896.82</b>	<b>(487.7%)</b>
<b>ASSESSMENT FUND BALANCE</b>					
ASSESSMENT REVENUES	545,319.19	558,598.36	748,354.00	234,115.59	31.3%
EXPENDITURES	547,314.19	558,548.04	768,219.52	45,537.22	5.9%
<b>TOTAL ASSESSMENT</b>	<b>19,815.20</b>	<b>19,865.52</b>	<b>0.00</b>	<b>208,443.89</b>	<b>0.0%</b>
<b>ELECTIONS FUND BALANCE</b>					
ELECTION REVENUES	24,514.99	7,083.48	10,700.00	3,514.16	32.8%
EXPENDITURES	955.21	6,120.31	54,606.34	0.00	0.0%
<b>TOTAL ELECTIONS</b>	<b>42,943.67</b>	<b>43,906.84</b>	<b>0.50</b>	<b>47,421.00</b>	<b>9484200.0%</b>
<b>TRANSFER STATION FUND BAL</b>					
TRANSFER STATION REVENUES	428,015.72	486,214.75	406,900.00	51,828.11	12.7%
EXPENDITURES	403,529.83	452,853.80	953,199.91	52,768.23	5.5%
<b>TOTAL TRANSFER STATION</b>	<b>512,938.96</b>	<b>546,299.91</b>	<b>0.00</b>	<b>545,359.79</b>	<b>0.0%</b>
<b>LEPC FUND BALANCE</b>					
LEPC REVENUE	12,162.28	5,270.64	6,275.00	1,685.36	26.9%
EXPENDITURES	6,573.51	13,046.89	16,822.22	1,458.85	8.7%
<b>TOTAL LEPC</b>	<b>18,323.47</b>	<b>10,547.22</b>	<b>0.00</b>	<b>10,773.73</b>	<b>0.0%</b>
<b>LAW ENFORCEMENT FUND BAL</b>					
LAW ENFORCEMENT REVENUES	8,656.37	9,774.67	8,820.00	891.19	10.1%
EXPENDITURES	7,355.59	7,287.56	12,607.89	2,183.86	17.3%
<b>TOTAL LAW ENFORCEMENT</b>	<b>1,300.78</b>	<b>3,787.89</b>	<b>0.00</b>	<b>2,495.22</b>	<b>0.0%</b>
<b>COUNTY INSURED FUND BAL</b>					
COUNTY INSURED REVENUES	6,054.63	6,274.22	5,200.00	528.11	10.2%
EXPENDITURES	68,904.87	76,380.77	206,601.72	3,718.22	1.8%
<b>TOTAL COUNTY INSURED</b>	<b>271,508.27</b>	<b>201,401.72</b>	<b>0.00</b>	<b>198,211.61</b>	<b>0.0%</b>
<b>PROS ATT TRAIN FUND BAL</b>					
PROSECUTING ATT TRAIN REV	1,566.14	1,867.83	2,060.00	240.85	11.7%
EXPENDITURES	0.00	0.00	10,117.19	0.00	0.0%
<b>TOT PROS ATTY TRAINING</b>	<b>6,189.36</b>	<b>8,057.19</b>	<b>0.00</b>	<b>8,298.04</b>	<b>0.0%</b>
<b>FUND BALANCE</b>					
REVENUES	513,176.93	594,772.01	518,000.00	44,870.44	8.7%
EXPENDITURES	579,879.42	571,504.79	1,963,476.81	413,624.44	21.1%
<b>TOTAL 911</b>	<b>1,422,209.59</b>	<b>1,445,476.81</b>	<b>0.00</b>	<b>1,076,722.81</b>	<b>0.0%</b>
<b>COUNTY SEWER FUND BALANCE</b>					
	8,155,176.95	10,330,399.01	15,571,544.17	15,571,544.17	100.0%

COUNTY SEWER REVENUE	6,147,992.89	7,104,263.20	14,509,592.00	703,771.36	4.9%
EXPENDITURES	3,972,770.83	1,863,118.04	30,081,136.17	130,295.03	0.4%
<b>TOTAL COUNTY SEWER</b>	<b>10,330,399.01</b>	<b>15,571,544.17</b>	<b>0.00</b>	<b>16,145,020.50</b>	<b>0.0%</b>
<b>SEWER DESIGNATED FUND BAL</b>	<b>881,303.28</b>	<b>895,442.76</b>	<b>925,449.84</b>	<b>925,449.84</b>	<b>100.0%</b>
DESIGNATED INTEREST REVENUE	14,139.48	30,007.08	0.00	0.00	0.0%
<b>TOT SEWER DESIGNATED FUNDS</b>	<b>895,442.76</b>	<b>925,449.84</b>	<b>925,449.84</b>	<b>925,449.84</b>	<b>100.0%</b>
<b>SHERIFF FUND BALANCE</b>	<b>62,009.87</b>	<b>58,842.49</b>	<b>72,295.53</b>	<b>72,295.53</b>	<b>100.0%</b>
SHERIFF REVENUE	98,333.13	52,094.72	51,000.00	544.84	1.1%
EXPENDITURES	101,500.51	38,641.68	123,295.53	1,580.13	1.3%
<b>TOTAL SHERIFF</b>	<b>58,842.49</b>	<b>72,295.53</b>	<b>0.00</b>	<b>71,260.24</b>	<b>0.0%</b>
<b>TAX MAINTENANCE FUND BAL</b>	<b>86,775.73</b>	<b>163,669.73</b>	<b>152,431.37</b>	<b>152,431.37</b>	<b>100.0%</b>
TAX MAINTENANCE REVENUE	90,623.86	101,879.55	128,000.00	3,121.18	2.4%
EXPENDITURES	13,729.86	113,117.91	280,431.37	110,030.00	39.2%
<b>TOTAL TAX MAINTENANCE</b>	<b>163,669.73</b>	<b>152,431.37</b>	<b>0.00</b>	<b>45,522.55</b>	<b>0.0%</b>
<b>TOTAL BALANCE FUNDS</b>	<b>42,553,229.41</b>	<b>46,558,647.87</b>	<b>179,900.69</b>	<b>48,021,390.53</b>	<b>26693.3%</b>

Commissioner Strahan expressed his appreciation to Findley for presenting the budget to the Commission. No motions were made and no votes were taken.

### RECESS

Commissioner Strahan made a motion to recess. Commissioner Pennel seconded the motion. The motion passed by vote: Pennel (yes), Herschend (yes), Strahan (yes).

### RECONVENE

The County Commission met in the County Commission Office at 4:45 p.m. pursuant to adjourn with Chuck Pennel, Presiding and Danny Strahan, Eastern District present. Ron Herschend, Western District was absent. The following proceedings were had and made a matter of record.

### MISSOURI HIGHWAY AND TRANSPORTATION AGREEMENT

Presiding Commissioner Pennel made a motion to approve the following agreement with the Missouri Highways and Transportation Commission. Commissioner Strahan seconded the motion. The motion passed by vote: Pennel (yes), Herschend (absent), Strahan (yes).

#### MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION BLUEPRINT FOR SAFER ROADWAYS PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the  
City of \_\_\_\_\_, a municipal corporation in the State of Missouri (hereinafter, "City"); OR  
County of Taney, (hereinafter referred to as "County"); OR  
Department of \_\_\_\_\_, a department within the executive branch of the government of the State of  
Missouri (hereinafter, "Department"); OR  
\_\_\_\_\_, a recognized vendor with the State of Missouri (hereinafter, "Vendor")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

- (1) **PURPOSE:** The Commission has authorized State Road Funds to be used to support regional Blueprint for Roadway Safety activities. The purpose of this Agreement is to grant the use of such State Road Funds to the County.
- (2) **ACTIVITY:** The State Road Funds, which are the subject of this Agreement, will support the following activity to further Missouri's Blueprint for Roadway Safety: **Taney County Sheriff Jimmie Russell will host a three day post certified class that will qualify officers to conduct BAC testing on a Datamaster.**
- (3) **INDEMNIFICATION:** To the extent allowed by law, the County shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement. In addition to the liability imposed upon the County on the account of personal injury, bodily injury (including death), or property damage suffered as a result of the County performance under this Agreement, County assumes the obligation to save harmless the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The County also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the County for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability, or payment arising out of such wrongful or negligent act or omission.
- (4) **AMENDMENTS:** Any change in this Agreement, whether by modification or supplementation must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the County and the Commission.
- (5) **COMMISSION REPRESENTATIVE.** This Commission's District Engineer is designated as the Commissions representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.
- (6) **NONDISCRIMINATION CLAUSE:** The County shall comply with all the provisions of Executive Order No. 94-03, issued by the Honorable Mel Carnahan, Governor of Missouri, on the fourteenth (14th) day of January 1994, which executive order is incorporated herein by reference and is made a part of this Agreement. This Executive Order promulgates a Code of Fair Practices for the Executive Branch of Missouri Government and prohibits discrimination against recipients of services, and employees or applicants or employment of state contractors and subcontractors, on the grounds of race, color, religion, national origin, sex, age, disability, or veteran status. The County shall also comply with all state and federal statutes applicable to the County relating to nondiscrimination including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101, *et seq.*).
- (7) **ASSIGNMENT:** The County shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.
- (8) **LAW OF MISSOURI TO GOVERN:** This Agreement shall be construed according to the laws of the State of Missouri. The County shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.
- (9) **CANCELLATION:** The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the County with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the County.
- (10) **ACCESS TO RECORDS:** The County and its Contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the County receives reimbursement of their final invoice from the Commission.
- (11) **REIMBURSEMENT:** With regard to work under this Agreement, the County agrees that funds to implement Blueprint activities shall only be available for reimbursement of eligible costs which have been incurred by County. The County shall supply to the Commission copies of all bid information; purchase orders; invoices; and name, date, hours worked, and rate of pay (on Program Agreements that include salaries) Any costs incurred by County prior to authorization and notification to proceed from the Commission are not reimbursable costs. The Commission shall not be responsible for any costs associated with the activity herein unless specifically identified in this Agreement or subsequent written amendments. The Commission shall not provide more than one thousand six hundred fifty dollars (\$1,650) for this Blueprint safety project.
- (12) **INSPECTION OF IMPROVEMENTS AND RECORDS:** The County shall assure that representatives of the Commission shall have the privilege of inspecting and reviewing the work being performed per this Agreement. The County shall also maintain all financial documents, reports, papers and other evidence pertaining to costs incurred in connection with this Program Agreement, and make such materials readily available for review at reasonable times and at no charge during this Agreement period and for three (3)



years from the date of final payment under this Agreement, for inspection by the Commission or any authorized representatives of the State of Missouri; copies shall be furnished, upon request, to authorized representatives of the Commission or State.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial Proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(14) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The County shall refund any overpayments as determined by the final audit.

(15) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the County.

(16) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.