

**OFFICIAL
COMMISSION MINUTES
APRIL 1ST, 2019 1st DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None.

COMMISSION REMARKS

Presiding Commissioner Scofield announces information on the Taney County 2019 Spring Clean Up.

Prayer and Pledge

CALL COMMISSION MEETING TO ORDER

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

COLLECTOR'S ANNUAL YEAR END SETTLEMENT

Commissioner Williams moved to table the Collector's Annual Year End Settlement until April 9, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

ROAD VACATES

Devin Huff, Road & Bridge Administrator and Travis Elliott, Commissioner Attorney were present.

PART OF SHCKLEY ROAD #18-128CM

Mike Bridges, Attorney was present.

Commissioner Williams moved to approve the petition to vacate part of Shockley Road as presented in Exhibit A and B. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:

Vacation of Part of Shockley Road,
Located South of Plots 4 and 5,
Shockley Subdivision as Per the
Recorded Plat at Book 3 Page 57,
Taney County, Missouri, More Fully
Described in Legal Description and
Survey Attached as Exhibits A & B.

PETITION TO VACATE PART OF SHOCKLEY ROAD

COMES NOW The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks (the "College"), which is authorized to transact business in the State of Missouri, and, along with the undersigned residents of Oliver Township (together, the "Petitioners"), state to the Commission the following in support of this Petition to Vacate Part of Shockley Road (the "Petition"):

1. Attached to this Petition as Exhibit A and incorporated by this reference is the legal description for that part of Shockley Road (the "Roadway"), which Petitioners propose should be vacated.
2. Attached to this Petition as Exhibit B and incorporated by reference is a survey map depicting the Roadway (shown in yellow), which Petitioners propose should be vacated.
3. Petitioners, and each of them, state that the Roadway is useless and that repairing and maintaining the same presents an unreasonable burden upon Oliver Township and the County.

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BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:

Vacation of Part of Shockley Road,
Located South of Plot 5, Shockley
Subdivision as Per the Recorded Plat
at Book 3 Page 57, Taney County,
Missouri.

ORDER TO VACATE PART OF SHOCKLEY ROAD

NOW ON THIS DATE, the County Commission of Taney County, Missouri, takes up and considers the Petition to Vacate Part of Shockley Road (the "Petition"), filed and presented by The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks (the "College") and nineteen residents of Oliver Township ("Petitioners"). A true and correct copy of the Petition is attached hereto as Exhibit 1.

The County Commission finds as follows:

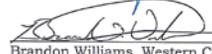
1. That the Petition complies with the requirements of § 228.110, RSMo.;
2. That notice of the filing of said Petition has been proved as required under § 228.110, RSMo.;

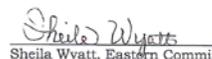
County Commission hereby grants the Petition to Vacate Part of Shockley Road and declares that the Designated Roadway described below and described and depicted in the attached Exhibit 3 is vacated; to-wit:

A PART OF SHOCKLEY ROAD OF SHOCKLEY SUBDIVISION AS PER THE RECORDED PLAT AT BOOK 3 PAGE 57, BEING IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 21 WEST, TANEY COUNTY, MISSOURI. BEGINNING AT THE SOUTHWEST CORNER OF PLOT 5; THENCE SOUTH 88 DEGREES 39 MINUTES 21 SECONDS EAST ALONG THE NORTHERLY RIGHT-OF-WAY OF SHOCKLEY ROAD AS NOW LOCATED 156.58 FEET; THENCE ALONG A 50.00 FOOT RADIUS CURVE TO THE LEFT AND 30.47 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 01 DEGREE 20 MINUTES 39 SECONDS WEST AND A CHORD DIMENSION 30.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF SAID SHOCKLEY ROAD AS NOW LOCATED; THENCE NORTH 88 DEGREES 39 MINUTES 21 SECONDS WEST ALONG SAID RIGHT-OF-WAY 156.58 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 39 SECONDS WEST 30.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.11 ACRES MORE OR LESS.

The Taney County Commission further declares and orders that this Order shall be recorded in the office of the Taney County, Missouri, Recorder of Deeds, at the cost of Petitioners.


Mike Scofield, Presiding Commissioner


Brandon Williams, Western Commissioner


Sheila Wyatt, Eastern Commissioner

ATTEST

On this 1st day of April 2019, before me personally appeared Presiding Commissioner Mike Scofield, Western District Commissioner Brandon Williams and Eastern District Commissioner Sheila Wyatt, and said Commissioners acknowledged this instrument to be the free act and deed of and on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Order to Vacate Part of Shockley Road, made and entered by the Taney County Commission on this 1st day of April 2019.


Donna Neeley
Clerk of the Taney County Commission



DocID: 4822-5032-0964.4

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VACATE PORTION OF CEDAR VALLEY ROAD (FILE NO. 18-137CM)

Harry Styron, Attorney was present.

Commissioner Williams moved to approve the petition to vacate portion of Cedar Valley Road in Sunny Hills Subdivision adjacent to plots 16, 17, 18, 19, 20 and to approve the Order. Commissioner Wyatt seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

TANEY COUNTY COMMISSION

In the Matter of Vacation of Portion of Cedar Valley Road
in Sunny Hills Subdivision, Taney County, Missouri No. _____

**Petition to Vacate Portion of Cedar Valley Road in Sunny Hills
Subdivision, adjacent to Lots 16, 17, 18, 19 and 20**

1. This Petition is made pursuant to §71.270 RSMo, and seeks to vacate a portion of Cedar Valley Road, in Sunny Hills subdivision, adjacent to Plots 16, 17, 18, 19 and 20, in Taney County, Missouri, as shown on the plat recorded on March 18, 1977 in Book 17 Page 72 in the office of the Taney County Recorder (**Exhibit 1**).
2. Plots 16-20 are owned by David and Kathryn Elliott as shown by the attached deed (**Exhibit 2**).
3. Kathryn Elliott, for herself, and as attorney in fact for her husband David Elliott, has signed this petition.
4. The portion of Cedar Valley Road proposed for vacation runs along the east side of Plots 16 through 19, dead ending at Plot 20.
5. The Five Seasons Mobile Home subdivision, which is served by Blackburn Road, is on the east side of the portion of Cedar Valley Road to be vacated. None of the lots in Five Seasons Mobile Home subdivision use Cedar Valley Road for Access.
6. A document recorded with the Sunny Hills subdivision plat (**Exhibit 3**), indicates that the streets in Sunny Hills subdivision are dedicated to the public, which gives the Commission jurisdiction to vacate the road.

PORTION OF BRIDGEVIEW DRIVE #19-034RB

Commissioner Williams moved to table for an indefinite period of time the portion of Bridgeview Drive. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve checks #454097-454166 and three Journal entries. Commissioner Wyatt 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 from March 25, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

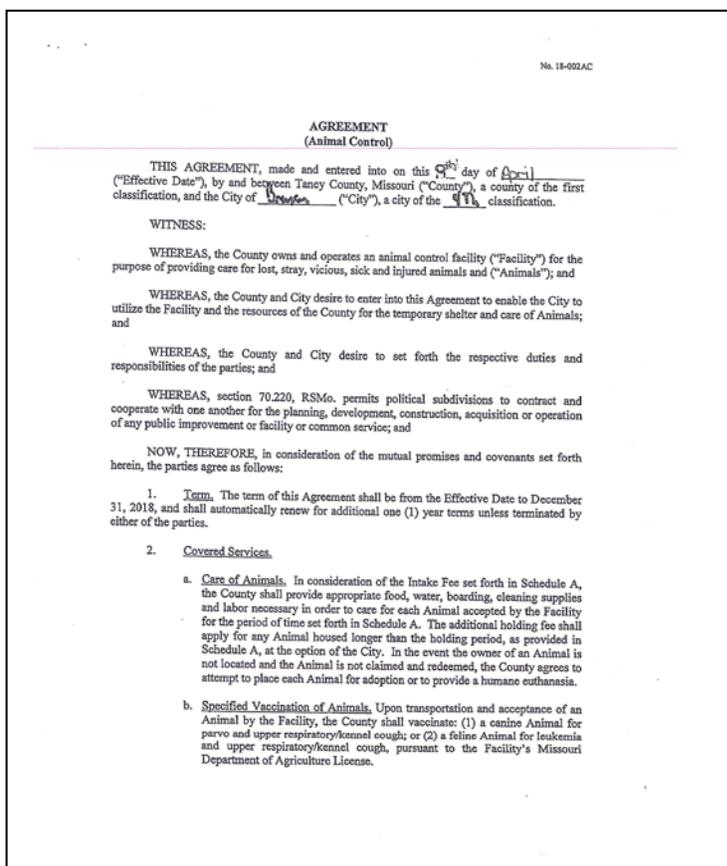
Commissioner Wyatt moved to approve the Executive Session minutes from March 25, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PAYROLL

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

ANIMAL CONTROL JURISDICTION AGREEMENT ADDENDUM WITH THE CITY OF BRANSON #18-002AC

Commissioner Williams moved to approve the Animal Control Jurisdiction Agreement Addendum by and between Taney County and the City of Branson. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



ANIMAL CONTROL JURISDICTION AGREEMENT WITH THE VILLAGE OF SADDLEBROOKE #18-002AC

Commissioner Williams moved to table the Animal Control Jurisdiction Agreement with the Village of Saddlebrooke for an indefinite time. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR TANEY COUNTY JAIL-DETENTION CENTER FIRE-SMOKE ALARM SYSTEM – SIMPLEXGRINNELL LP #19-011S

Jimmie Russell, Taney County Sheriff was present.

Commissioner Williams moved to approve the agreement by and between Taney County and SimpleXGrinnell LP. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

<p style="text-align: center;">AGREEMENT for TANEY COUNTY JAIL / DETENTION CENTER FIRE / SMOKE ALARM SYSTEM</p> <p>THIS AGREEMENT dated the <u>1st</u> day of <u>April</u>, 20<u>19</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and SimpleXGrinnell LP/Tyco Fire & Security Management, Inc. DBA/ Johnson Controls, of Springfield, Missouri 65807 herein "Contractor".</p> <p>NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:</p> <p>1. Contract Documents. The contract documents to this Agreement are to purchase necessary items for the "Fire Board / Panel" smoke & fire alarms systems for the Taney County Jail. This required ("Equipment") is hereby purchased via cooperative purchasing with NASPO Value Point Contract #CC180753002 / State of Missouri Master Agreement #3407. Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.</p> <p>2. Contract Price. Equipment provided under this Agreement shall not exceed the price as quoted within the current County Quote sheet of: \$114,690.00 as covered by the aforementioned NASPO contract. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options. All charges, costs, and services performed are sanctioned by RSMo.70.220 for cooperative purchasing.</p> <p>3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's Quote.</p> <p>4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.</p> <p>5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.</p> <p>6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.</p>
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AGREEMENT FOR DODGE CHARGER PURSUIT AWD SEDANS (2) TRI-LAKES MOTORS #19-035S

Commissioner Williams moved to approve the agreement by and between Taney County and Tri-Lakes Motor for the purchase of two Dodge Charger Pursuit Sedans. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

<p style="text-align: center;">AGREEMENT for 2019 DODGE CHARGER PURSUIT ALL WHEEL DRIVE SEDANS (2)</p> <p>THIS AGREEMENT dated the <u>1st</u> day of <u>April</u>, 20<u>19</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Tri-Lakes Motors of Branson, Missouri (hereinafter "Contractor").</p> <p>NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:</p> <p>1. Contract Documents. The contract documents to this Agreement for the purchase of two (2) 2019 Dodge Charger All-Wheel Drive Sedans ("Vehicle") shall include the Contractor's bid response to County's Request For Bid # 201902-423 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.</p> <p>2. Contract Price. Vehicles provided under this Agreement shall not exceed the price as quoted in the attached bid response of: \$24,530.00, plus \$2,480 for the 5 year/120,000 mile warranty (for each Vehicle), for a total price of \$54,020. Contractor agrees to honor this bid price for the remainder of 2019 in the event County require more than two (2) like vehicles during said timeframe. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.</p> <p>3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.</p> <p>4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201902-423 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.</p> <p>5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.</p> <p>6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.</p>

AGREEMENT FOR DODGE DURANGO AWD SPORT UTILITY (2) TRI-LAKES MOTORS #19-036S

Commissioner Williams moved to approve the agreement by and between Taney County and Tri-Lakes motors for the purchase of two Dodge Durango AWD Sport Utility Vehicles. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

<p>AGREEMENT for 2019 DODGE DURANGO ALL-WHEEL DRIVE SPORT UTILITY (2)</p> <p>THIS AGREEMENT dated the <u>1st</u> day of <u>April</u> 20<u>19</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Tri-Lakes Motors of Branson, Missouri (hereinafter "Contractor").</p> <p>NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:</p> <p>1. Contract Documents. The contract documents to this Agreement for the purchase of two (2) 2019 Dodge Durango All-Wheel Drive Sport Utility Vehicles ("Vehicle"), shall include the Contractor's bid response to County's Request For Bid # 201902-424 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.</p> <p>2. Contract Price. Vehicles provided under this Agreement shall not exceed the price as quoted in the attached bid response of: \$32,647.00, plus \$2,480 for the 5 year/120,000 mile warranty (for each Vehicle), for a total price of \$70,254. Contractor agrees to honor this bid price for the remainder of 2019 in the event County requires more than two (2) like vehicles during said timeframe. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.</p> <p>3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.</p> <p>4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201902-424 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.</p> <p>5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.</p> <p>6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.</p>
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AGREEMENT FOR CORRUGATED STEEL CULVERTS #19-037RB VIEBROCK SALES & SERVICE, LLC (PRIMARY)

Commissioner Williams moved to approve the agreement by and between Taney County and Viebrock Sales & Services, LLC. Commissioner Wyatt seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

<p>AGREEMENT for CORRUGATED STEEL CULVERTS (Primary)</p> <p>THIS AGREEMENT dated the <u>1st</u> day of <u>April</u> 20<u>19</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Viebrock Sales & Service, LLC, of Sedalia, Missouri (-hereinafter "Contractor").</p> <p>NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:</p> <p>1. Contract Documents. The contract documents to this Agreement for the purchase of Corrugated Steel Culverts ("Product") shall include the Contractor's bid response to County's Request For Bid # 201902-425 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.</p> <p>2. Contract Price. Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder. The County agrees to this term & supply purchase allowing Contractor to act as the Primary Supplier for Corrugated Steel Culverts for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Highway Department.</p> <p>3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.</p> <p>4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201902-425 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.</p> <p>5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.</p> <p>6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.</p>
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METAL CULVERTS, INC (SECONDARY)

Commissioner Williams moved to approve the agreement by and between Metal Culverts, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye)

<p>AGREEMENT for CORRUGATED STEEL CULVERTS (Secondary)</p> <p>THIS AGREEMENT dated the <u>1st</u> day of <u>April</u>, 20<u>13</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Metal Culverts, Inc. of Jefferson City, Missouri (-hereinafter "Contractor").</p> <p>NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:</p> <p><u>1. Contract Documents.</u> The contract documents to this Agreement for the purchase of Corrugated Steel Culverts ("Product") shall include the Contractor's bid response to County's Request For Bid # 201902-425 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.</p> <p><u>2. Contract Price.</u> Product provided under this Agreement shall not exceed the prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. The County agrees to this term & supply purchase allowing Contractor to act as the Secondary Supplier for Corrugated Steel Culverts for the County on an "as needed" basis. Secondary Supplier to be used if, or when, certain unusual circumstances occur specific to Product availability from the Primary Supplier. Any/all transactions and scheduling being completed via mutual agreement with the Taney County Highway Department.</p> <p><u>3. Contract Duration.</u> This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.</p> <p><u>4. Billing and Payment.</u> All billing shall be invoiced with specific department information and include bid reference #201902-425 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.</p> <p><u>5. Binding Effect.</u> This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.</p> <p><u>6. Entire Agreement.</u> This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.</p>
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BRIDGE CLOSEOUT DISCUSSION

Shane Adams with MoDOT was present.

Discussion ensued

RECESS:

10:33 A.M.

RECONVENNE:

10:47 A.M.

PLANNING & ZONING ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams and Commissioner Wyatt.

Also present: Scott Starrett, Planning & Zoning Administrator, David Clark, Auditor, Tim Church, with Branson Tri-Lakes Newspaper and Presley Cozort, Deputy Clerk.

Discussion Ensued.

David Clark, Tim Church and Presley Cozort left at 10:54 a.m.

EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)

Commissioner Williams moved to go into Executive Session per section 610.021.3 (PERSONNEL). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

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

RECESS:

12:29 P.M.

RECONVENNE:

12:33 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

Shanna Tilley, Administrative Assistant was present for the meeting.

The Commission met with their staff to review the day's business and go over agenda requests.

ADJOURNMENT

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

ADJOURN

12:52 P.M.

The Minutes were taken and typed by Presley Cozort, Deputy Clerk.