

**OFFICIAL  
COMMISSION MINUTES  
APRIL 15th, 2019 4<sup>th</sup> DAY OF  
THE APRIL ADJOURN TERM**

**CALL COMMISSION MEETING TO ORDER**

Presiding Commissioner Scofield called the Commission meeting to order at 9:03 a.m.

**PRELIMINARY STUDY**

Did not take place.

**PUBLIC COMMENT**

None.

**COMMISSION REMARKS**

Presiding Commissioner Scofield announced that the County is accepting applications for one open position with the Planning & Zoning Cedar Creek Township.

*Prayer and Pledge*

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #454278-454305 & #4544307-454337, and Warrants #7183-7185. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

*Commissioner Wyatt left the meeting.*

Commissioner Williams moved to approve Check #454306. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

*Commissioner Wyatt re-entered the meeting.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve the Regular Session minutes from April 9, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve the Regular Session minutes from April 12, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Session minutes from April 12, 2019. Commissioner Wyatt 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).

**ADDENDUM TO THE AMENDED SEWER SERVICES AND EXCLUSIVE TERRITORIAL AGREEMENT**

Brad Allbritton, Regional Sewer District Administrator was present.

Commissioner Wyatt moved to approve the Addendum to the Amended Sewer Sales Tax and Exclusive Territorial Agreement between the Taney County Sewer District, the City of Branson and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (nay) and Wyatt (aye).

**ADDENDUM TO THE AMENDED SEWER SERVICES AND EXCLUSIVE TERRITORIAL AGREEMENT**

THIS ADDENDUM, is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the TANEY COUNTY REGIONAL SEWER DISTRICT, (hereinafter DISTRICT), TANEY COUNTY, MISSOURI, (hereinafter COUNTY), and the CITY OF BRANSON, a City of the Fourth Class, State of Missouri, (hereinafter CITY).

**WITNESSETH:**

WHEREAS, the COUNTY, the CITY and the DISTRICT entered into a SEWER SERVICES AND EXCLUSIVE TERRITORIAL AGREEMENT dated on or about February 28, 2000, copy attached hereto and incorporated herein as "Exhibit 1", which was amended on or about October 23, 2006, copy attached hereto and incorporated herein as "Exhibit 2", and desire to amend these Agreements to address the current need for wastewater collection, transfer and treatment in the Emory Creek Watershed; and

WHEREAS, the safe and adequate disposal of sanitary sewage, within close proximity to the CITY is a continuing concern to the CITY in protecting the public health, safety and welfare of the residents of the CITY; and

WHEREAS, the CITY, COUNTY and DISTRICT desire to assure responsible wastewater management in the Emory Creek Ranch Subdivision, (hereinafter SUBDIVISION); and

WHEREAS, Emory Creek Ranch Property Owner's Association has requested the DISTRICT to accept ownership and operations responsibility for the SUBDIVISION sanitary sewer collection and wastewater treatment systems; and

**COURT ORDERS**

Wesley Shoemaker, Chief Deputy Clerk and Chuck Pennel, Assessor were present.

Commissioner Williams moved to approve Exhibit A (Personal Property #300294 - 300296) dated April 15, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) Wyatt (aye).

Exhibit A\*

PP PAID ABATEMENTS

AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied
300284	2018	PENDING	2019-01-29	1-2349-900	BROCKMAN ARTHUR D & INA	08 GMC DID NOT AUTO DEPRECIATE	390	-2620	A	

**CUSTOMER SERVICES AGREEMENT – REPUBLIC SERVICES #19-020RB**

Devin Huff, County Highway Administrator was present.

Commissioner Wyatt moved to approve the Customer Service Agreement between Republic Services and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

INVOICE TO										SITE LOCATION									
CUSTOMER NAME: <u>Taney County</u>										SITE NAME: <u>Taney County</u>									
ADDRESS: <u>Maintenance Barn</u>										ADDRESS: <u>Taney County</u>									
CITY: <u>Forsyth, MO</u>										CITY: <u>Taney County</u>									
STATE: <u>MO</u>										STATE: <u>MO</u>									
ZIP CODE: <u>65653</u>										ZIP CODE: <u>65653</u>									
TEL. NO.: <u>417-546-2268</u>										TEL. NO.: <u>417-546-2268</u>									
FAX NO.: <u>417-546-2268</u>										FAX NO.: <u>417-546-2268</u>									
AUTHORIZED BY: <u>Devin Huff</u>										AUTHORIZED BY: <u>Devin Huff</u>									
CONTACT: <u>Kathy Roberts</u>										CONTACT: <u>Kathy Roberts</u>									


  

**Customer Service Agreement**

AGREEMENT NUMBER: **025677**

ACCOUNT NUMBER: \_\_\_\_\_

E-MAIL: Kathy.Roberts@Co.Taney.Mo.US



**REPUBLIC SERVICES**

QTY	TYPE	SIZE	C	QUANTITY	ADJ. QTY	DD	QTY	SEMI-FREQUENCY	LF CODE	SPK/CLSE DATE	L.S.D.	LF CHARGE	MONTHLY SERVICE	ESTIMATED	SEP RATE	OTHER	DATE / UNIT	PERIOD
1	FL	6yrd	N	1	R	N			Site 1	Mechanic Barn			115'	85'		91'		
1	RL	6yrd	N	1	R	N			Site 2	Hilda Maintenance			135'	85'		91'		
1	RL	6yrd	N	1	D	N			Site 3	Kissee Mills			115'	85'		91'		
1	FL	6yrd	N	1	R	N			Site 4	Mt. Branson - New Location	01/01		90'	85'		91'		

ALLIED SERVICES, LLC DBA ALLIED WASTE SERVICES OF THE OZARKS, REPUBLIC SERVICES OF THE OZARKS  
HEREINAFTER REFERRED TO AS THE "COMPANY"

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she had read and understands the terms and conditions of this Agreement and that he or she had the authority to sign the Agreement on behalf of Customer.

BY: Mike Scofield (AUTHORIZED SIGNATURE) TITLE: Presiding Commissioner  
Mike Scofield (CUSTOMER NAME IN LARGE PRINT) DATE OF AGREEMENT: 4-15-2019

Y: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

Rate based on \_\_\_\_\_ lbs/yd.

FOR OFFICE USE ONLY

DOES FACILITY HAVE A HAZARDOUS WASTE GENERATOR I.D. NUMBER?  YES  NO

NATIONAL ACCOUNT NUMBER: \_\_\_\_\_ CUSTOMER CATEG.: \_\_\_\_\_ CASH TOLERANCE: \_\_\_\_\_ SUSPEND:   CREDIT ANALYST: \_\_\_\_\_

E NUMBER: \_\_\_\_\_ EFFECTIVE SERVICE DATE: \_\_\_\_\_ TERM: \_\_\_\_\_ RENEWAL DATE: \_\_\_\_\_ C.P.I.: \_\_\_\_\_ PURCHASE ORDER NUMBER: \_\_\_\_\_ S.I.C.: \_\_\_\_\_

SALES REPRESENTATIVE: 551109839 TAX CODE: \_\_\_\_\_ TAX EXEMPTION NUMBER: \_\_\_\_\_ TRANS CODE: \_\_\_\_\_ REASON CODE: \_\_\_\_\_ COMPETITOR CODE: \_\_\_\_\_

CREDIT APPROVAL: \_\_\_\_\_ CREDIT LIMIT: \_\_\_\_\_ CONTRACT APPROVAL: \_\_\_\_\_ ENTERED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TERMS AND CONDITIONS

**SERVICES.** Customer grants to Company the exclusive right to collect and dispose of all of Customer's non-hazardous solid waste materials (including recyclables) (collectively, "Waste Materials"), and Company agrees to furnish such services.

**TERM.** THE INITIAL TERM OF THIS AGREEMENT SHALL START ON THE DATE ON WHICH SERVICE UNDER THIS AGREEMENT COMMENCES AND CONTINUE FOR 36 MONTHS THEREAFTER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 36 MONTH TERMS UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION TO THE OTHER AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM. ANY NOTICE OF TERMINATION UNDER THIS AGREEMENT BY CUSTOMER SHALL BE VOID UNLESS SENT VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND ACTUALLY RECEIVED BY COMPANY.

**WASTE MATERIALS.** The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Excluded Waste"), each as defined by applicable federal, state or local laws or regulations (collectively, "Applicable Laws"). Customer shall indemnify, defend and hold harmless Company from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) ("collectively, "Losses") resulting from the inclusion of Excluded Waste in the Waste Materials.

**TITLE.** Company shall acquire title to Waste Materials when they are loaded into Company's truck. Title to and liability for any Excluded Waste shall remain with Customer and shall at no time pass to Company.

FILE COPY

SLS 014 (394A) MO 11/14

CONTINUED ON REVERSE

**FILL DIRT AGREEMENT – DEWEY WOOD**

Devin Huff, County Highway Administrator was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Dewey Wood. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

at least 4 loads

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Douglas Wood (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.

Devin Huff  
Devin Huff County Highway Administrator

4-8-19  
Date:

**DALE AVENUE RIGHT-OF-WAY EASEMENT – DEPTARMENT OF THE ARMY #18-131RB**

Devin Huff, County Highway Administrator and Travis Heier, HDR Engineering was present. A portion of the County Attorney letter was read by Commissioner Brandon Williams.

Commissioner Wyatt moved to table the Dale Avenue Right-of-Way Easement until it's been clarified. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**TRANSFER STATION BUILDING DAMAGE RELEASE – AUTOMATED WASTE SERVICE #19-021RB**

Devin Huff, County Highway Administrator was present.

Commissioner Williams moved to table the Taney County Transfer Station Building Damage Release until repairs have been completed. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**SUPPORT OF LOCAL GOVERNMENT CERTIFICATION – JESUS WAS HOMELESS**

Commissioner Williams moved to approve and allow Presiding Commissioner Scofield to sign the NAP Attachment C Form. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).





**NAP ATTACHMENT C  
LOCAL GOVERNMENT CERTIFICATION**

<b>Section I. Introduction</b>	
<p>Law 32.110 RSMo requires a local government certification for all projects submitted to the Department of Economic Development, Neighborhood Assistance Program (NAP). All applicants, as part of their proposal, must submit this completed form. Applications submitted without a completed Local Government Certification form will be denied.</p> <p>NAP applicants must complete Sections I, II, III, and IV of this form before forwarding to the appropriate government authority (see page 48). Local governments must complete section V, and may, at their discretion, require supporting documentation and/or a copy of the actual NAP proposal as a condition for their endorsement. Such requests should be directed to the applicant, NOT the Department of Economic Development.</p> <p>This form does not signify approval of a proposed NAP project by the local unit of government. This form serves only to certify that the proposed NAP project is not in conflict with the existing plans and ordinances approved, enacted, or enforced by the local unit of government.</p>	
<b>Section II. Applicant Information</b>	
LEGAL NAME OF APPLICANT Jesus Was Homeless, Inc.	
OFFICIAL AGENCY ADDRESS 310 Gretna Rd. Branson, MO 65616	
NAP CONTACT PERSON/TITLE Bryan Stallings	
DAYTIME TELEPHONE NUMBER (417) 335-9915	EMAIL ADDRESS bryan@jesuswashomeless.org
<b>Section III. Description of the Proposed Project</b>	
<p>Briefly summarize the project you intend to submit for participation in NAP. Describe the goals and NAP program outcomes you plan to achieve as well as the function and operation of the project.</p> <p>Jesus Was Homeless (JWH) is applying to NAP for the Community Connections Continuum of Care. This continuum begins through weekly meal delivery to over 1,200 homeless and/or impoverished residents in Branson, specifically those living in extended-stay motels along Highway 76. In 2018, over 62,000 meals were served. These sack lunch style "Happy Meals" are more than just a sandwich as they open doors to building relationships with Branson's most marginalized people, which allow Jesus Was Homeless to connect individuals and families to "next steps" through coordinated Case Management. Case Mangers assess the needs of each individual or family and connect them to the appropriate resources to help pull them out of poverty. These resources may be immediate like food and shelter, or may be long-term such as stable employment and/or permanent housing. Goals for the Community Connections Continuum of Care program include: 1) Annually, Community Connections will provide case management to 500 individuals and families (total 1,500 over 36 month period); 2) Annually, 375 individuals and families will have an increased understanding of steps to get out of poverty as measured by pre/post test; and 3) Annually, 250 individuals and families will have decreased risk factors directly attributable to Community Connections as measured through case management notes (total of 750 over 36 month period).</p>	

**RECESS: 9:46 A.M.**

**RECONVENNE: 10:00 A.M.**

**ROAD & BRIDGE ROUND TABLE DISCUSSION – NICHOLAS & HILL HAVEN**

*(Commission Conference Room)*

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

*Also present: Devin Huff, County Highway Administrator, Denzil Brown, County Highway Administrator, Chris Robertson, Forsyth City Supervisor, Stephanie Spencer, Deputy Clerk, and Tim Church, Tri-Lakes News Paper.*

Discussion ensued.

Tim Church and Stephanie Spencer left the meeting at 10:49 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.*

**DAILY STAFF REVIEW & AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

Shanna Tilley, Administrative Assistant and Stephanie Spencer, Deputy Clerk were present for the meeting.

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

**ADJOURNMENT**

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

**ADJOURN**

**12:18 P.M.**

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