

**OFFICIAL  
COMMISSION MINUTES  
JANUARY 6, 2020 – 1<sup>ST</sup> DAY OF  
THE JANUARY ADJOURN TERM**

**FORMAL AGENDA**

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

**PUBLIC COMMENT**

None.

**CALL COUNTY COMMISSION MEETING TO ORDER**

Presiding Commissioner Mike Scofield called the meeting to order at 9:04 a.m.

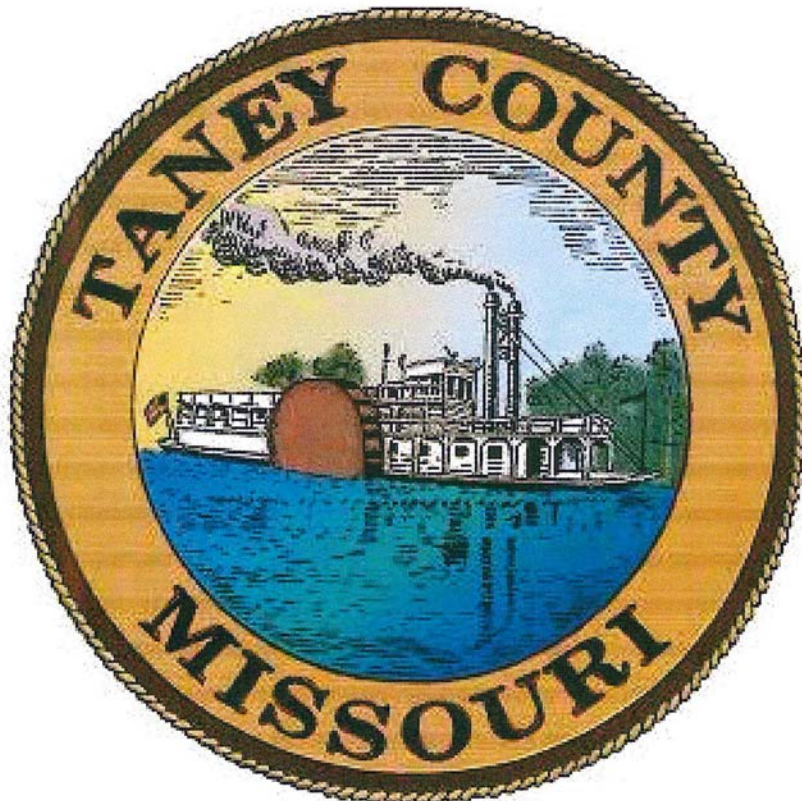
**COMMISSION REMARKS**

None.

**APPROVAL OF 2020 TANEY COUNTY BUDGET**

David Clark, Auditor, presented the 2020 Taney County Budget.

Commissioner Williams moved to approve the 2020 Taney County Budget. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (nay).



***COUNTY OF TANEY, MISSOURI  
2020 APPROVED BUDGET***

### **APPROVE ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #457571 through Checks #457592, no Warrants or Journal Entries. 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).

### **APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Wyatt moved to approve Regular Session Minutes from December 30<sup>th</sup>, of 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes from December 23<sup>rd</sup> and 30<sup>th</sup> of 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

### **CITY OF ROCKAWAY BEACH ROADS DISCUSSION**

Rex Wood, Rockaway Beach Mayor, and Ken Ingram, Rockaway Beach Alderman, came before the Commission to request funding for the improvement of Rockaway Beach Roads.

### **BOARD APPOINTMENT – PLANNING & ZONING**

Scott Starrett, Planning & Zoning Administrator, was present.

Commissioner Williams moved to appoint George Cramer to the Planning & Zoning Board commencing on January 1, 2020 through December 31, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Oliver Township position is still open.

### **BOARD APPOINTMENT – PARK BOARD**

There are no applicants at this time.

### **BOARD APPOINTMENT – INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)**

Commissioner Williams moved to appoint Jerald Osbourn and Cyrus Murray to the Industrial Development Authority (IDA) for six years terms commencing on January 1, 2020 and ending December 31, 2025. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### **BOARD APPOINTMENT – ENHANCED ENTERPRISE ZONE**

Commissioner Wyatt moved to appoint Kim Crouse from the present to December 31, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to appoint Howard Kitchen from the present to December 31, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### **BID AWARD RECOMMENDATION FOR CONCRETE DECK WEIGHBRIDGE**

Devin Huff, Road & Bridge Administrator, and Nikki Lawrence, Purchasing Director, were present.

Commissioner Williams moved to award the Bid #201912-437 to Precision Scale & Controls, Inc. out of St. Louis, Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AMENDMENT TO THE TANEY COUNTY PURCHASING POLICY (#19-119P)**

David Clark, Auditor, and Nikki Lawrence, Purchasing Director, were present.

Tabled to a further date.

**FILL DIRT AGREEMENT – RICHARD BECKETT**

Devin Huff, Road and Bridge Administrator was present.

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

*unlimited*

**FILL DIRT AGREEMENT**

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

1-3-2020  
Date:

**WHITE RIVER VALLEY HISTORICAL SOCIETY AGREEMENT 2020 (#19-160CM)**  
Commissioner Williams moved to approve Agreement by and between Taney County and the White River Valley Historical Society. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 19-160CM

**AGREEMENT BETWEEN  
THE WHITE RIVER VALLEY HISTORICAL SOCIETY, INC.  
AND TANEY COUNTY, MISSOURI**

This agreement is entered into by Taney County, Missouri, a political subdivision of the State of Missouri (hereafter "County") and The White River Valley Historical Society Inc., a not-for-profit corporation (hereafter "Society"), pursuant to Section 70.220, RSMo, for the mutual benefit of the parties and the public in providing for a common service.

**WHEREAS**, Society will continue to scan, digitize and index historical documents, including records of County governmental offices, and provide public access to those records; and

**WHEREAS**, Society will continue to operate and maintain a research library and historical Museum at the White River Valley Historical Society and will operate and maintain the Branson Centennial Museum where historical documents and other items of historical interest and value are available for viewing by the public, free of charge; and

**WHEREAS**, Society will prepare and maintain maps of cemeteries in County, and compile information regarding individuals interred in the cemeteries, all of which will be available to the public; and

**WHEREAS**, Society will create and maintain oral histories from long-term residents of County, all of which will be available to the public, free of charge; and

**WHEREAS**, the activities of Society constitute a common public service of substantial value to the public and the County.

**NOW, THEREFORE**, County and Society, each for and in consideration of the promises of the other contained herein, agree:

1. Services. Society will perform the services and activities described in the whereas clauses set forth above, which are incorporated herein by reference as though fully set forth herein, in consideration of the payments described in paragraph 2, below.

2. Compensation. In consideration for the services described in paragraph 1, above, and to assist with the expense of providing services to the public, County shall pay Society: \$25,000 on or before January 31, 2020; \$25,000 on or before April 30, 2020; \$25,000 on or before July 31, 2020; and \$25,000 on or before October 31, 2020. County may, in its sole discretion pay additional amounts to Society in excess of \$100,000, upon the basis of need as demonstrated by Society.

3. Term. The term of this agreement shall commence upon execution by all parties and shall terminate December 31, 2020.

4. Insurance; Indemnity. Society will obtain and maintain liability insurance coverage applicable to any claims for damage arising out of the activities of Society, and shall indemnify, release, and hold harmless County, its agents, employees and officers from any causes of action arising out of or in any way related to this agreement, financial support by County of Society, or the actions of Society.

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES – MECO (#19-156CM)**

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

Commissioner Williams moved to approve the Agreement by and between Taney County and MECO Engineering Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 19-156CM

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT** for professional engineering services (hereinafter referred to as the “Agreement”) entered into as of this 6 day of January, 2020 by and between Taney County, Missouri, existing under the laws of the State of Missouri, and MECO Engineering Company, Inc. (hereinafter “MECO”), a corporation organized and existing under the laws of the State of Missouri and whose principal place of business is Branson, Missouri.

**WITNESSETH:**

**WHEREAS**, the County of Taney and MECO have agreed to enter into a contractual relationship whereby MECO will render certain professional engineering services, technical advice, and bid procurement assistance in connection with various ongoing and future projects and undertakings of the County;

**NOW, THEREFORE**, the parties hereto do mutually agree as follows:

**1. SCOPE OF SERVICES**

This Agreement is intended to be comprehensive and includes, but is not necessarily limited to, the engineering of bridge and roadway design services.

**2. Consultant Services:** MECO shall be responsible for professional engineering services including the preparation of conceptual plans, preliminary plans, right of way plans and easement plats, final construction plans, contract documents, technical specifications, construction cost estimations and assisting with the bidding process. As part of preparing the plans the consultant may need to perform field surveys, geotechnical investigations, hydraulic studies, environmental and historic preservation services/permits, utility coordination/permits and public involvement.

**3. Construction Services:** MECO shall work with contractors on behalf of the County, assist with preconstruction conferences, perform periodic site inspections, prepare change orders, inspect construction materials, check shop drawings submitted by contractor, conduct construction tests and inspections, be present during critical construction operations, and participate in final inspections. MECO shall also be responsible for staking of new right of way corners, setting of pins post-construction, perform any needed drawing revisions and respond to requests for information from both the Contractor and the County.

No minimum quantity of engineering projects and/or services must be ordered by the County under the terms of this agreement. However, unless precluded by state or federal law or by MECO’s own technical or manpower limitations, Taney County is hereby retaining MECO as its Vendor Source “C” for Bridge and Roadway Design Services. Taney County and MECO agree that the County retains the right to order and/or contract for professional and technical services with other professional engineering firms for certain projects, at the sole discretion of the County based on the specialized experience and technical competence of the firm with respect to the type of services required; the capacity and capability of the firm to perform the work in question, including specialized services, within the time limitations fixed for the completion of the project; the past

**AGREEMENT FOR JAIL APPLIANCE REPAIR – OZARK FOOD EQUIPMENT (#19-158S)**

Scott Terpening, Building & Grounds, was present.

Commissioner Williams moved to approve the Agreement by and between Taney County and Ozark Food Equipment. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 19-158S

AGREEMENT  
for  
JAIL APPLIANCE REPAIR (Term & Supply)

THIS AGREEMENT dated the 10 day of January 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Ozark Food Equipment of Springfield, Missouri (-hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of Jail Appliance Repair ("Services") for all Taney County facilities shall include the Contractor's bid response to County's Request For Bid # 201911-436 and any applicable addenda which are attached hereto and incorporated herein by reference. 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.

2. Contract Price. Services, and or, any equipment, provided under this Agreement shall not exceed the costs, or fees, as quoted in Contractor's signed bid response table on page #10. The County agrees to this term & supply purchase allowing Contractor to act as the Primary supplier for Appliance Repair services for all County property and facilities on an "as needed / when needed" basis with scheduling being completed via mutual agreement with that specific Taney County Department. Contractor agrees to comply with Prevailing Wage order #26. If any unexpected issues arise which may hinder or delay Contractor availability, whether billing or communication problems with Contractor, County may consider all available options.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement will then auto-renew annually contingent on both parties being fully satisfied with all stipulations, and costs as agreed to, and offered by the Contractor's bid response. A complete review, by a Taney County Buildings and Grounds Administrator, will occur at each 12 month interval to the date this Agreement is fully executed to ensure and verify complete ongoing satisfaction on the part of County.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201911-436 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.

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.

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.

## PERSONAL PROPERTY REPORT FOR DECEMBER 2019

Wesley Shoemaker, Chief Deputy Clerk, was present

Commissioner Williams moved to accept and enter into the Record the Personal Property Add-On Report for December 2019 as presented by the County Clerk's Office. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PP ABATEMENTS / ADD-ON REPORT DECEMBER 2019							
AbYear	Date	Account	Name	Reason	BegVal	AdjVal	EndVal
2018	2019-12-02	1-10139-900	NAIOTTI STEPHEN B & VICKI J	DID NOT OWN 2016 FORD F150	9380	-8880	500
2018	2019-12-02	1-97329-0	TEST		6990	-6990	0
2019	2019-12-02	1-80849-0	CRAIG HUDSON LLC		1420	41170	42590
2019	2019-12-02	1-90981-0	GIRARD GREGORY & LISA (BROOKS)		3522	4710	8232
2019	2019-12-02	1-45088-0	LAWSON CARMEN A		7517	-1156	6361
2019	2019-12-02	1-113659-0	LOOMIS ARMORED US LLC		440	-440	0
2019	2019-12-02	1-89165-0	NORDBY DONALD		8950	-8950	0
2019	2019-12-02	1-118364-0	POWERS BOYD & VALERHY J		4376	560	4936
2019	2019-12-02	1-74381-0	SWAN DARREL & BARBARA		8483	-7120	1363
2019	2019-12-02	1-68793-0	THOMAS DAVID R & LAN-THI		320	2140	2460
2019	2019-12-02	1-22734-0	VAHLIDICK RICHARD		10929	6270	17199
2019	2019-12-02	1-87365-0	VOLZ BRIDGETTE AND CHRIS		13330	-13330	0
2019	2019-12-02	1-95156-0	WALLACE ADAM R & NICHOLE D		3460	0	3460
2019	2019-12-02	1-75171-0	ZOBEL SCOTT & LOUIS		810	400	1210
2019	2019-12-03	1-21308-0	BECK CAROL		100	5770	5870
2019	2019-12-03	1-101217-0	BECKETT RICHARD & CARLA		4470	2620	7090
2019	2019-12-03	1-108219-200	BIDGOOD ROBERT & DONNA		1730	-1730	0
2019	2019-12-03	1-11821-0	BLAIR LARRY GENE		31576	0	31576
2019	2019-12-03	1-80942-0	CARR STEVE R AND ELLEN K		340	-100	240
2019	2019-12-03	1-116406-0	DAVIS KATHLEEN		1600	-550	1050
2019	2019-12-03	1-111374-300	JONES KELLY DENISE	TAX CODE CHANGE	0	0	0
2019	2019-12-03	1-12236-0	MORRISSEY JOE A		6590	-100	6490
2019	2019-12-03	1-81911-0	PEARSON LYDIA J		300	-100	200
2019	2019-12-03	1-76903-0	PURSELL CHARLES L		22800	150	22950
2019	2019-12-03	1-100618-0	REYES ENRIQUE		200	1480	1680
2019	2019-12-03	1-77414-0	SMITH DALTON		100	0	100
2019	2019-12-03	1-117423-0	YOUNG KIMBERLY		200	-200	0
2019	2019-12-04	1-5120-0	DAVIS JAMES E AND CHARLENE		1850	0	1850
2019	2019-12-04	1-49308-0	DEAL EVA		17290	-3760	13530
2019	2019-12-04	1-110761-0	FISCHER STEVE AND KAYLA M		16280	2480	18760
2019	2019-12-04	1-79779-0	FRIERSON JERRY & MARY		9730	-6280	3450
2019	2019-12-04	1-108698-300	GILLESPIE JERRY	TAX CODE CHANGE	0	0	0
2019	2019-12-04	1-77593-0	GRAY ANTHONY A		5300	3800	9100

Page 1 of 6 Pages

**RECESS 9:57 A.M.**

**EXECUTIVE SESSION: 10:22 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)**

*(Taney County Commission Conference Room)*

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

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

**END OF EXECUTIVE SESSION: 11:03A.M.**

**DAILY STAFF REVIEW & AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Shanna Tilley, Administrative Assistant.

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 (absent), and Wyatt (aye).

**ADJOURN**

**11:11 P.M.**

*The Minutes were taken by Brandon Williams, Commissioner, and Stephanie Spencer, Deputy Clerk, and typed by Stephanie Spencer, Deputy Clerk.*