

**OFFICIAL
COMMISSION MINUTES
JULY 6TH, 2021 – 1ST DAY OF
THE JULY 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 9:00 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #463976 through Check #464038, no Warrants and one Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Session Minutes and Regular Session Minutes for June 28th, 2021. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

VACATION OF MONTANA ROAD #21-073RB

David Easley, property owner on Montana Road, and Travis Elliott, Attorney, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the vacation of Montana Road #25073RB as prepared before us by our attorney. Commissioner Williams seconded the motion with discussion. Commissioner Williams withdrew his second. Commissioner Wyatt withdrew her motion.

Commissioner Williams moved to approve the Order to Vacate a portion of Montana Road in Homestead Estates, Phase 2, a subdivision in Taney County as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER OF THE TANEY COUNTY, MISSOURI COMMISSION

IN THE MATTER OF:)
VACATION OF A PORTION OF)
MONTANA ROAD)
LYING IN HOMESTEAD ESTATES,)
PHASE 2, a subdivision in Taney County, Mo.)
SEC. 14, T24N, R20W, SEC. 13, T24N, R20W.)

ORDER TO VACATE A PORTION OF MONTANA ROAD IN HOMESTEAD ESTATES, PHASE 2, A SUBDIVISION IN TANEY COUNTY, MO.

NOW ON THIS 6TH DAY OF JULY, 2021, the County Commission of Taney County, Missouri, takes up and considers the Petition for Vacation of a portion of Montana Road as marked on the plat of Homestead Estates, Phase 2, a subdivision in Taney County, Missouri, and finds as follows:

- 1. The Petition was filed on the 21st day of June, 2021, by Homestead Estates, L.L.C.
2. The location and course of the portion of Montana Road sought to be vacated is described as follows:

A PORTION OF MONTANA ROAD, A 50 FOOT PLATTED ROAD LYING IN THE HOMESTEAD ESTATES, PHASE 2, A SUBDIVISION IN TANEY COUNTY, MISSOURI. ALL IN SECTION 14, TOWNSHIP 24, RANGE 20, WHICH IS BOUND BY LOTS 23 THROUGH 29 OF THE HOMESTEAD ESTATES, PHASE 2, SUBDIVISION ALL IN SECTION 14, TOWNSHIP 24, RANGE 20, TANEY COUNTY, MISSOURI, AND WHICH LIES WEST OF THE INTERSECTION OF MONTANA ROAD AND WILD PRAIRIE ROAD (VACATED).

3. On July 6, 2021, being a regular date of the July adjourned term of the County Commission of Taney County, Missouri comes the Petitioner Homestead Estates, L.L.C., by the managing agent David Easley, and presents to the Commission the Petition praying for the vacation of a portion of the road described above, located in Taney County, Missouri.

4. The tract or parcel of land, being outside the limits of any incorporated town, village or city has been subdivided as Homestead Estates, Phase 2, a subdivision, recorded in the Office of the Recorder, Slide H, Page 217, and the road sought to be vacated was marked on the recorded plat of said subdivision.

5. Petitioner is the owners of lots 23, 24, 25, 26, and 27 in Homestead Estates, Phase 2, a subdivision in Taney County, Missouri, and the Consenting Parties, Brenten B. Blake and Kimberly J. Blake are the owners of lots 28 and 29 in Homestead Estates, Phase 2, a subdivision

VACATION OF A ROADWAY EASEMENT IN TABLE ROCK TERRACE #21-069RB

Karl Finkenbinder, Attorney, representing Kenneth and Sandra Jones, and Travis Elliott, Attorney, were present.

Commissioner Williams moved to approve the Order of a Vacation of a Roadway Easement in Table Rock Terrace as presented by and accepted by Travis Elliott and Karl Finkenbinder. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER OF THE TANEY COUNTY, MISSOURI COMMISSION

IN THE MATTER OF:)
VACATION OF A 30 FOOT WIDE PUBLIC)
ROADWAY EASEMENT ALONG THE)
NORTH LINE OF LOT 6, TABLE ROCK)
TERRACE, A SUBDIVISION IN)
TANEY COUNTY, MISSOURI)

ORDER TO VACATE A 30 FOOT WIDE PUBLIC ROADWAY EASEMENT ALONG THE NORTH LINE OF LOT 6, TABLE ROCK TERRACE, A SUBDIVISION IN TANEY COUNTY, MISSOURI

NOW ON THIS 6TH DAY OF JULY, 2021, the County Commission of Taney County, Missouri, takes up and considers the Petition to Vacate a 30 foot wide public roadway easement along the north line of Lot 6, Table Rock Terrace, a subdivision in Taney County, Missouri ("Road"), and finds as follows:

- 1. The Petition was filed on June 10, 2021, by Petitioner, Kenneth Jones and Sandra Jones, acting as Trustees of the Jones Family Living Trust.
2. The location and course of the portion of the Road sought to be vacated is described as follows:

A 30 FOOT WIDE PUBLIC ROADWAY EASEMENT ALONG THE NORTH LINE OF LOT 6, TABLE ROCK TERRACE, A SUBDIVISION IN TANEY COUNTY, MISSOURI, RECORDED IN THE OFFICE OF THE RECORDER AT SLIDE 25, PAGES 80-81

3. On July 6, 2021, being a regular date of the July adjourned term of the County Commission of Taney County, Missouri comes the Petitioner, and presents to the Commission the Petition praying for the vacation of a portion of the road described above, located in Taney County, Missouri.

4. The tract or parcel of land, being outside the limits of any incorporated town, village or city has been subdivided as Table Rock Terrace, a subdivision, recorded in the Office of the Recorder, Slide 25, Pages 80-81, and the road sought to be vacated was marked on the recorded plat of said subdivision.

5. Petitioner is the owner of Lot 6, Table Rock Terrace, a subdivision in Taney County, Missouri, and the Consenting Parties, Robert Zinn and Catherine Zinn are the owner of Lot 5, Table Rock Terrace, a subdivision in Taney County, Missouri, and together own the ground lying on both sides of or fronting the Road which is proposed to be vacated.

VACATION OF A PORTION OF LAKESHORE DRIVE #21-068RB

Bryan Wade, Attorney, and David Faragher of 285 Willard Drive, were present.

First Public Reading by Bryan Wade with White Oak Ventures per RSMo 228.110

White Oak Ventures the petitioner and petitions the Commission to vacate the real estate identified as Billy Culdesac. Attached to this Petition **Exhibit A** and incorporated by reference is the legal description for that portion of Lakeshore Drive the petitioner proposes to be vacated. Attached to this petition is **Exhibit B** and incorporated by references and survey picking Lakeshore Drive the proposed portion to be vacated is highlighted in yellow. This honorable Commission previously vacated the northern connected portion of Lakeshore Dr. As required by Section RSMo. 228.110, attached to this petition is **Exhibit C** incorporated by reference are signatures at least twelve residents of Oliver Township who by their signatures support this Petition for the vacation of that portion of Lake Shore Drive identified as **Exhibit A**, declaring that portion unnecessary stating that repairing of the same presents an unreasonable burden upon the County. Petitioner represents in good faith that there are no property owners who will be affected by the proposed road vacation. Petitioner states that it desires to have **Exhibit A** vacated and that vacating will not be detrimental to any other party.

BEFORE THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI

IN THE MATTER OF:)
)
Vacation of a Portion of Lakeshore Drive)
Located in Section 11, Township)
21 North, Range 22 West, More)
Fully Described in Legal Description)
and Survey Attached as Exhibits A and B)

PETITION TO VACATE A PORTION OF LAKESHORE DRIVE

COMES NOW White Oak Ventures Co. ("Petitioner"), a corporation authorized to transact business in the State of Missouri, and state to the Commission that they are the owner of the real estate lying on both sides and fronting substantially all of Lakeshore Drive, said real estate being located in Oliver Township, Taney County, Missouri.

1. Attached to this Petition as Exhibit A and incorporated by reference is the legal description for that portion of Lakeshore Drive Petitioner proposes to be vacated.
2. Attached to this Petition as Exhibit B and incorporated by reference is a survey depicting Lakeshore Drive, the proposed portion to be vacated is highlighted in yellow.
3. This honorable Commission previously vacated the northern connecting portions of Lakeshore Drive.
4. As required by RSMo. § 228.110, attached to this Petition as Exhibit C and incorporated by reference are the signatures of at least twelve residents of Oliver Township who by their signatures support this Petition for the vacation of that portion of Lakeshore Drive identified as Exhibit A, declaring that portion unnecessary, and stating that the repairing of the same presents an unreasonable burden upon the County.
5. Petitioner represents in good faith that there are no property owners will be affected by the proposed road vacation.

HB: 4850-4879-6648.1

FILL DIRT AGREEMENT – DAVID MITCHELL
Devin Huff, Road & Bridge Administrator, was present.

No action taken.

FILL DIRT AGREEMENT – JOHN MAY
Devin Huff, Road & Bridge Administrator, was present.

No action taken.

AGREEMENT FOR PARKING GARAGE DECK RE-COATING #21-075CM
Commissioner Williams moved to approve the agreement for parking garage deck recoating by and between MTS Contracting and Taney County. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-075CM

AGREEMENT
for
Parking Garage Deck Re-Coating

THIS AGREEMENT dated the 6th day of July, 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and MTS Contracting, Inc. of Springfield, Missouri (hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement for Parking Garage Deck Re-Coating ("Service") shall include proposal dated June 2, 2021, and cooperative purchasing Sourcewell Contract #MO-GSA-GC02-091118-MTS and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. The Service provided under this Agreement shall not exceed the costs as quoted in price proposal, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Service per the price proposal, and as ordered by County, however, in no event shall the total price paid by County exceed the total price of \$23,761.76. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include Sourcewell Contract #MO-GSA-GC02-091118-MTS for tracking. 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.

AGREEMENT FOR PLAT CABINET #21-076REC

Commissioner Williams moved to approve the agreement for Plat Cabinet by and between P.F. Pettibone & Co. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-076REC

Agreement
for
Plat Cabinet

THIS AGREEMENT dated the 6th day of July 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and P. F. Pettibone & Co. of Crystal Lake, Illinois (-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 a Plat Cabinet ("Product") shall include the Contractor's bid response to County's Request For Bid # 202105-479 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.

2. Contract Price. Product provided under this Agreement shall not exceed the price as quoted in attached bid response of: \$8,095.90. Price as quoted includes delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, 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 winning bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202105-479 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.

**AGREEMENT FOR DEPOSITORY BANK SERVICES #21-071CC
BANK OF MISSOURI**

Commissioner Williams moved to approve the Depository Pledge and Custodial Agreement by and between Taney County and Bank of Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DEPOSITORY, PLEDGE AND CUSTODIAL AGREEMENT

THIS DEPOSITORY, PLEDGE AND CUSTODIAL AGREEMENT ("Agreement"), is made and entered into this 6th day of July, 2021 by and between Taney County ("County") and Bank of Missouri ("Depository" and/or "Custodian"), a corporation, located at 1313 State Highway 248, Branson, Missouri.

WHEREAS, pursuant to sections 110.010-110.060 and 110.130-110.270 RSMo., as Amended, the County Commission may from time to time designate a financial institution as a depository of county moneys; and

WHEREAS, the County and the designated depository of county moneys intend to secure the preservation and payment of county funds by pledging to the County Treasurer collateral securities and perfecting a security interest in and creating a lien upon same as contemplated and permitted by state law; and

WHEREAS, the County Treasurer desires to have the pledged securities held by or through a custodian who shall safely keep and deal with the pledged securities under the terms and conditions of this Agreement; and

WHEREAS, Depository and Custodian desires to safely keep and deal with the securities pledged to the County Treasurer by designated county depositories as security for county moneys in the form and manner, and under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the County and Depository hereby agree as follows:

GENERAL TERMS

1. Terms. Depository agrees to provide to County the depository, pledge, and custodial services relating to the County funds pursuant to the terms and conditions set forth in Exhibit A which is attached hereto and incorporated herein by reference and shall be deemed a part hereof as if fully set forth herein. In the event of conflict or inconsistency with the terms and conditions set forth in this Agreement, except for paragraph 2 below, and those set forth in Exhibit A, those specific terms and conditions set forth in Exhibit A shall control. In the event of conflict or inconsistency with the terms and conditions set forth in paragraph 2, below and Exhibit A, the specific terms and conditions set forth in paragraph 2, below, shall control
2. Applicable County Departments. The scope of this Agreement shall include County funds relating to the following County departments: (1) Treasurer; (2) Collector; and (3) Sheriff.
3. Term. This Agreement shall continue to force and effect for four (4) years from the date of the Agreement. The County reserves the right to re-bid the Agreement in two (2) years from the date of the Agreement. The County reserves the right to terminate this Agreement as to demand deposits at any time on giving ninety (90) days written notice to the Depository of its intention to do so. Upon termination of this Agreement, Custodian shall immediately deliver, transfer or take other action necessary to convey to the County Treasurer, or to a successor

SOUTHERN BANK

Commissioner Williams moved to approve the Depository Pledge and Custodial Agreement by and between Taney County and Southern Bank. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DEPOSITORY, PLEDGE AND CUSTODIAL AGREEMENT

THIS DEPOSITORY, PLEDGE AND CUSTODIAL AGREEMENT ("Agreement"), is made and entered into this 6th day of July, 2021 by and between Taney County ("County") and Southern Bank ("Depository" and/or "Custodian"), a corporation, located at 15775 US Highway 160, Forsyth, Missouri.

WHEREAS, pursuant to sections 110.010-110.060 and 110.130-110.270 RSMo., as Amended, the County Commission may from time to time designate a financial institution as a depository of county moneys; and

WHEREAS, the County and the designated depository of county moneys intend to secure the preservation and payment of county funds by pledging to the County Treasurer collateral securities and perfecting a security interest in and creating a lien upon same as contemplated and permitted by state law; and

WHEREAS, the County Treasurer desires to have the pledged securities held by or through a custodian who shall safely keep and deal with the pledged securities under the terms and conditions of this Agreement; and

WHEREAS, Depository and Custodian desires to safely keep and deal with the securities pledged to the County Treasurer by designated county depositories as security for county moneys in the form and manner, and under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the County and Depository hereby agree as follows:

GENERAL TERMS

1. Terms. Depository agrees to provide to County the depository, pledge, and custodial services relating to the County funds pursuant to the terms and conditions set forth in Exhibit A which is attached hereto and incorporated herein by reference and shall be deemed a part hereof as if fully set forth herein. In the event of conflict or inconsistency with the terms and conditions set forth in this Agreement, except for paragraph 2 below, and those set forth in Exhibit A, those specific terms and conditions set forth in Exhibit A shall control. In the event of conflict or inconsistency with the terms and conditions set forth in paragraph 2, below and Exhibit A, the specific terms and conditions set forth in paragraph 2, below, shall control
2. Applicable County Departments. The scope of this Agreement shall include County funds relating to the following County departments: (1) Circuit Clerk; (2) Recorder of Deeds.
3. Term. This Agreement shall continue to force and effect for four (4) years from the date of the Agreement. The County reserves the right to re-bid the Agreement in two (2) years from the date of the Agreement. The County reserves the right to terminate this Agreement as to demand deposits at any time on giving ninety (90) days written notice to the Depository of its intention to do so. Upon termination of this Agreement, Custodian shall immediately deliver, transfer or take other action necessary to convey to the County Treasurer, or to a successor

RECESS: 9:48 A.M.

RECONVENE: 10:10 A.M.

NEW ENVIRONMENTAL/ON-SITE ORDINANCE ROUND TABLE DISCUSSION
(Taney County Commission Conference Room)

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

Also present: John Soutee, Environmental Service Project Coordinator, Jason Sivils, Great River Engineering, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

Jason Sivils, and John Soutee left the meeting at 11:19 a.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS
(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Administrative Assistant, and Kim Lovelace, Deputy Clerk.

The commission met with their staff to review the day's business and go over the 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 11:25 A.M.

The minutes were taken and typed by Kim Lovelace, Deputy Clerk.