

**OFFICIAL  
COMMISSION MINUTES  
OCTOBER 29<sup>th</sup>, 2018 7<sup>th</sup> DAY OF  
THE OCTOBER ADJOURN TERM**

**PRELIMINARY STUDY**

Did not take place.

**PUBLIC COMMENT**

None.

**CALL TO ORDER**

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

**FORMAL AGENDA**

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

**COMMISSION REMARKS**

None.

**APPROVE ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #452059 thru #452066, #452068 thru #452150, Warrants #7083 thru #7084, and no Journal Entries or Transfers. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to void Check #452067. 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 Executive Session Minutes for October 22, 2018 and Executive Session Minutes for October 23, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for October 23, 2018. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for October 22, 2018 with corrections. 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).

**CERF ANNUAL CONTRIBUTION**

Commissioner Williams moved to approve the Annual Contribution as presented. Commissioner Wyatt seconded the motion with discussion.

*Commissioner Williams amended his motion.*

Commissioner Williams moved to select the County's current election which will remain in effect in 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**2019 INSURANCE POLICY DISCUSSION WITH OLLIS, AKERS AND ARNEY**

John Akers with Ollis, Akers, and Arney came before the Commission to discuss the 2019 Insurance Policy.

\*Life Insurance

Mr. Akers made the recommendation to continue with Dearborn. Their renewal offer was for the same pricing and to be locked in for two years.

Commissioner Williams moved to accept the renewal analysis from Dearborn National. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

\*Vision and Dental Insurance

Met Life coverage will be providing dental coverage for \$31 and a rate cap at 6% for this year along with next year. Mr. Akers made the recommendation to remain with Met Life for dental and vision.

Commissioner Williams moved to approve and accept the renewal rates from Met Life for vision and dental. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

\*Task Flexible Spending

Mr. Akers recommended a continuance with the Task Flexible Spending administrative services.

Commissioner Wyatt moved to stay with Task for the 2019 year. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MISSOURI HIGHWAYS & TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT #18-119AIR**

Mike Mulnik, Taney County Airport Manager, came before the Commission to present the Agreement with the Missouri Highways & Transportation Commission regarding the reconstruction and rehabilitation of areas of the airport.

Discussion ensued.

No motion made.



**MISSOURI HIGHWAYS & TRANSPORTATION COMMISSION AIRPORT AID AGREEMENT #18-119AIR**

The Commission revisited the Agreement with the Missouri Highways & Transportation Commission regarding the reconstruction and rehabilitation of areas of the airport.

No. 18-119AIR

CCO Form: MO01  
Approved: 02/94 (MLH)  
Revised: 05/17 (MWH)  
Modified:

Sponsor: County of Taney  
Project No. AIR 186-101A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
AIRPORT AID AGREEMENT**

THIS GRANT AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Taney (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the Sponsor has applied to the Commission for a grant of funds under §305.230 RSMo; and

WHEREAS, the Commission has agreed to award funds available under §305.230 RSMo to the Sponsor with the understanding that such funds will be used for a project pursuant to this Agreement for the purposes generally described in the Sponsor's grant application/request dated September 18, 2018, and specifically described as follows:

Reconstruct West Apron and Rehabilitate Runway;

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

(1) PURPOSE: The purpose of this Agreement is to provide financial assistance to the Sponsor under §305.230 RSMo.

(2) AMOUNT OF GRANT: The amount of this grant is Eighty-Nine Thousand Five Hundred Fifty Dollars (\$89,550); provided, however, that in the event state funds available to the Commission under §305.230 RSMo are reduced so that the Commission is incapable of completely satisfying its obligations to all the Sponsors for the current state fiscal year, the Commission may recompute and reduce this grant. The designation of this grant does not create a lump sum quantity contract, but rather only represents the amount of funding available for qualifying expenses. In no event will the Commission provide the Sponsor funding for improvements or work that are not actually performed. The release of all funding under this Agreement is subject to review and approval of all project expenses to ensure that they are qualifying expenses under this program.

(3) AMOUNT OF MATCHING FUNDS: The amount of local matching funds, and/or other resources, to be furnished by the Sponsor is Nine Thousand Nine Hundred Fifty Dollars (\$9,950). The Sponsor warrants to the Commission that it has sufficient

IN WITNESS WHEREOF, the parties have entered into and accepted this Agreement on the last date written below.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Executed by the Commission this 29<sup>th</sup> day of October, 2018.

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

COUNTY OF TANEY

By: Mike Scofield

By: Presiding Commissioner

Title:

Title:

ATTEST:

ATTEST:

Shanna Feeley  
Secretary to the Commission

By: Same  
Title: County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Ordinance No. \_\_\_\_\_  
(if applicable)

Commissioner Williams moved to approve the agreement by and between Missouri Highways & Transportation Commission and Taney County for the Airport Aide agreement. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**FUNDING AGREEMENT FOR VENICE ON THE LAKE PROJECT (ENGINEERING, EASEMENT ACQUISITION & CONSTRUCTION)**

Brad Allbritton, Taney County Sewer District..., came before the Commission to present the funding agreement for the Venice on the Lake project (Phase 1).

Discussion ensued.

Travis Heir joined the discussion.

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
TANEY COUNTY, MISSOURI  
AND  
THE TANEY COUNTY REGIONAL SEWER DISTRICT  
VENICE ON THE LAKE PROJECT  
(Engineering, Easement Acquisition, and Construction)**

**THIS AGREEMENT** is made and entered into this 29<sup>th</sup> day of October, 2018, by and between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

**WITNESSETH:**

**WHEREAS**, the District and County entered into an Inter-Governmental Funding Agreement in January 2014, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

**WHEREAS**, the District and the County have entered into three (3) previous Amendments to said Inter-Governmental Funding Agreement, copies of which are attached here to as Exhibits "B", "C" and "D" and incorporated herein by reference; and

**WHEREAS**, the parties desire to include additional costs for the cost of completing said Project so that the funding will include Construction of the First Phase of the project and Engineering during Construction, along with Engineering, Permitting, Land Acquisition, Bidding and Legal Services for the Second Phase of the Project; and

**WHEREAS**, the County has agreed to provide funding of up to SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) to complete the Construction of the First Phase of the Project, Engineering during Construction, along with Engineering, Permitting, Land Acquisition, Bidding and Legal Services for the Second Phase of the Project; and

**WHEREAS**, the parties desire to increase the time frame for completion of this work so that it shall be completed on or before December 31, 2020; and

**WHEREAS**, the parties wish to reduce their Agreement to writing.

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

1. The parties agree that the amount funded for this Project shall be increased by SIX MILLION FIVE HUNDRED THOUSAND DOLLARS (\$6,500,000.00) to complete the Construction of the First Phase of the Project, Engineering during Construction, along with Engineering, Permitting, Land Acquisition, Bidding and Legal Services for the Second

Phase of the Project, and that the time frame for completing said project is extended through December 31, 2020.

2. In all other respects, the original Funding Agreement remains in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on the dates next to their signatures below.

**COUNTY OF TANEY, MISSOURI**

By: Mike Scofield  
Mike Scofield, Presiding  
Commissioner of Taney County

Date: 10/29/18

**ATTEST:** I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by the Taney County Presiding Commissioner Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the Agreement.

By: Donna Neeley  
Donna Neeley, County Clerk

Date: 10/29/18

**CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER**

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, that there is a balance otherwise unencumbered in the County treasury to the credit of the appropriation to which the financial obligation imposed upon the County by the Agreement is to be charged, and there is a cash balance otherwise unencumbered in the County treasury to the credit of the fund from which payment is to be made, when taken together with expected revenues from the sewer sales tax, are each sufficient to meet the obligation incurred by this Agreement.

By: Bill C. Fairley  
Taney County Auditor

Date: 10-29-18


**TANEY COUNTY REGIONAL SEWER DISTRICT**

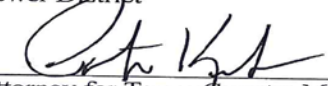
By:  Date: 10/14/18  
Nathan Easley, Chairman

**ATTEST:** I, Linda Todd, the Secretary of the Taney County Regional Sewer District, hereby attest that the above Funding Agreement was executed by the Chairman of The Board of Trustees of the Taney County Regional Sewer District, pursuant to a duly passed motion of the Board of Trustees approving the Funding Agreement.

By:   
Linda Todd, Board Secretary

**APPROVED AS TO FORM:**

By:  Date: 10/16/18  
Attorney for Taney County Regional Sewer District

By:  Date: 10/27/18  
Attorney for Taney County, Missouri

Commissioner Wyatt moved to approve the amendment to the intergovernmental funding agreement on Venice on the Lake project in the amount of \$6.5 million between Taney County and the Taney County Regional Sewer District. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), and Wyatt (aye).

**PERSONAL PROPERTY TAX MAIL OUT SERVICES AGREEMENT #18-122AS**

Chuck Pannel, Taney County Assessor, and Lyn Wieneke, Business Personal Property Clerk, came before the Commission to present the Personal Property Tax Mail Out Services Agreement.

No. 18-122AS

**AGREEMENT**  
for  
**PERSONAL PROPERTY TAX MAIL OUT SERVICES**

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_ 201\_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Edward J. Rice Company, Inc. of Springfield, Mo. (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 to provide Personal Property Tax Mail Out Services for First Mailing ("Services") shall include the Contractor's quote response as dated October 10, 2018 and copies of the Cass County Missouri Agreement to be used for cooperative purchasing, all of which are attached hereto and incorporated herein by reference. 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.

**2. Contract Price.** Services provided under this Agreement shall not exceed the prices as quoted in the attached documents as mentioned above in the amount of \$17,312.65. Said services will be performed ongoing - on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the quote response. If certain unusual circumstances occur regarding Services availability, the County may consider all other options. All charges, costs, and services performed are covered by RSMo. #70.220 for cooperative purchasing with the Cass County Missouri Agreement as previously awarded to this same Contractor via their bid #082616 and their contract #15-132.

**3. Contract Duration.** This agreement shall commence on the date it is fully executed and extend for one year thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for three (3) additional one-year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's quote response to continue to perform services "as needed". 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.

**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.

**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.

**7. Termination.** This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. Due to material breach of any term or condition of this Agreement, or
- b. If in the opinion of the Taney County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

**8. Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Agreement.

<p>"Contractor"; Edward J. Rice Company, Inc.</p> <p>_____</p> <p style="text-align: center;">Authorized Person (PRINT)</p> <p>_____</p> <p style="text-align: center;">Title</p> <p>_____</p> <p style="text-align: center;">Signature</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>Address; Edward J. Rice Company, Inc.          Post Office Box 1398          2305 E. Olive Ct. Ste B          Springfield, Missouri 65801</p>	<p style="text-align: center;">Taney County Missouri          By: Taney County Commission</p> <p style="text-align: center;"><i>Mike Scofield</i></p> <p style="text-align: center;">_____          Mike Scofield, Presiding Commissioner</p> <p style="text-align: center;"><i>10/29/18</i></p> <p style="text-align: center;">_____          Date</p> <p>Attest: <i>Donna Neeley</i></p> <p style="text-align: center;">_____          Donna Neeley, County Clerk</p>
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**AUDITOR CERTIFICATION**

In accordance with 50.660 RSMo, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable County obligation at this time.)

<i>Bird C. Fidelity</i>	<i>10-29-18</i>	
Signature	Date	Appropriation Account

Commissioner Williams moved to approve the agreement by and between Taney County and Edward J. Rice Company for the Personal Property mail out service. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECESS**  
**10:14 a.m.**

**RECONVENE**  
**10:17 a.m.**

**COON CREEK BRIDGE UPDATE & DISCUSSION**  
 Present: Devin Huff, Taney County Road & Bridge Administrator, Larry Henderson with Hartman and Co., and Spencer Jones with Great River Engineering

**RECESS**  
**10:29 a.m.**

**RECONVENE**  
**10:37 a.m.**

**EXECUTIVE SESSION**

**10:37 a.m.**

**EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)**

*Taney County Commission Conference Room*

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

**END OF EXECUTIVE SESSION**

**10:53 a.m.**

**DAILY STAFF REVIEW AND AGENDA REQUEST**

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, and Shanna Tilley

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**

**11:01 a.m.**

*The Minutes were taken by County Clerk Donna Neeley and Deputy Clerk Ally Clemans; the Minutes were typed by Ally Clemans.*