

**OFFICIAL
COMMISSION MINUTES
February 11th, 2019 6th DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None

COMMISSION REMARKS

None

Prayer and Pledge

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the Commission meeting to order at 9:02 a.m.

MONTHLY BUDGET REPORT

David Clark, Auditor presented the Monthly Budget Report to the Commission.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve checks #453477-453504, #453506-453550 and Warrants #7144-7148. 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 #453505. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

Commissioner Wyatt returned.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve regular meeting minutes from February 4, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT- TROY ANDERSON

Devin Huff, Road & Bridge Administrator was present.

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

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FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Troy Anderson (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 leads or less needs approval of the County Highway Administrator only.

Devin Huff County Highway Administrator

2-5-19 Date:

GRANT FOR PUBLIC ROAD PURPOSES & TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – SCHOOL OF THE OZARKS

Commissioner Williams moved to approve the Grant of Permanent & Perpetual Easement & Right-of-Way for Public Road Purposes & Temporary Construction Easement for Construction of Public Road Improvements by and between School of the Ozarks and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

School of the Ozarks, a Missouri Non-Profit Corporation (the College of the Ozarks) of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 5th day of February, 2019

grant and convey unto TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1085, Forsyth, Missouri 65633 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of a turn-around on the public road known as Shuckley Rd (65-110), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land lying and being situate in the County of Taney, State of Missouri, to-wit:

DESCRIPTION

Legally described as set forth in Exhibit "A" and "B" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, to-wit:

GRANT OF PERMANENT & PERPETUAL EASEMENT & RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES & TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – TED DENNISON & SUSAN DENNISON

Commissioner Williams moved to approve the Grant of Permanent & Perpetual Easement & Right-of-Way for Construction of Public Road Purposes & Temporary Construction Easement for Construction of Public Road Improvements by and between Ted and Susan Dennison and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye)

GRANT OF PERMANENT AND PERPETUAL EASEMENT
AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES
AND TEMPORARY CONSTRUCTION EASEMENT FOR
CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Ted Dennison and Susan M. Dennison, husband and wife, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 5th day of February, 2019 grant and convey unto TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Fossyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way, for the purpose of a turn-around on the public road now known as Patti Lane (176-7H-1), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

Description:
A portion of Lot 4, Block 10, Sioux Hills Estates, Venice on the Lake replat of Rolling Hills Addition, as per plat recorded in Plat Book 12 at Page 49, Official Records of Taney County, Missouri, described as follows:
Beginning at an existing iron bar marking the most easterly corner of said Lot 4, said point also being on the northerly right-of-way line of Patti Lane; thence South 56°52'15" West along said right-of-way line a distance of 25.00 feet; thence North 1°50'10" East a distance of 48.68 feet to the easterly line of said Lot 4; thence South 28°38'40" East along said easterly line a distance of 40.00 feet to the Point of Beginning. See attached Exhibit "A" and "B".
The above described tract contains 499 square feet and is subject to any easements or restrictions of record.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, to-wit:

PLANNING AND ZONING VEHICLE DISCUSSION

Scott Starrett, Planning & Zoning Administrator was present.

Commissioner Williams moved to approve the purchase of a vehicle per state bid #CC190548002. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR EXCAVATOR #19-008RB

Commissioner Williams moved to approve the agreement for excavator #19-008RB by and between Fabick Caterpillar and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT
for
EXCAVATOR

THIS AGREEMENT dated the 11 day of February, 2018 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Fabick Caterpillar of Springfield, Mo. 65803 (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 purchase an Excavator ("Equipment") shall include the Sales Agreement dated November 27, 2018, and the cooperative purchasing contract documents of Sourcewell (formerly NJPA) Contract #032515, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$208,500.00. 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, and offered by the Contractor's bid response.

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.

AGREEMENT FOR SKID STEER #19-009RB

Commissioner Williams moved to approve the agreement for skid steer file #19-009RB by and between Fabick Caterpillar and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT
for
SKID STEER

THIS AGREEMENT dated the 11th day of February, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Fabick Caterpillar of Springfield, Mo. 65803 (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 purchase a Skid Steer ("Equipment") shall include the Sales Agreement dated January 16, 2019, and the cooperative purchasing contract documents of Sourcewell (formerly NJPA) Contract #032515, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$87,500.00. 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, and offered by the Contractor's bid response.

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.

AGREEMENT FOR CHEVY SILVERADO PICK-UP #19-010RB

Commissioner Wyatt moved to approve the agreement between Don Brown Chevrolet and Taney County for a Silverado Pick-Up file #19-010RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-010RB

AGREEMENT
for
CHEVROLET 4X4 SILVERADO PICKUP (1)

THIS AGREEMENT dated the 11 day of February 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Don Brown Chevrolet, of St. Louis, 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 purchase a 2019 Chevrolet Silverado 4X4 crew cab pickup truck ("Equipment") shall include the quote dated January 18, 2019, and cooperative purchasing MODOT Contract #IFB605C019000723, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$27,013.00. 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, and offered by the Contractor's bid response.
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.

**ADDEN
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Discussion ensued.

Commissioner Wyatt moved to table matter to an unspecified time. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

WELLNESS COMMITTEE APPOINTMENT

Commissioner Williams moved to accept the resignation from Hannah Hodges from the Wellness Committee. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to appoint Jessica Dudley to the Wellness Committee. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

WELLNESS CENTER ADVISORY COMMITTEE POLICY AMENDMENT

Commissioner Williams moved to approve the proposed changes to the Wellness Center policy. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

County cell phones must be used according to the rules of the Road and Bridge Department, but cannot be used at any time while driving a vehicle (either County vehicle or personal vehicle). When there is an emergency or immediate business to attend to while driving a vehicle, the Employee should stop the vehicle before using the cell phone.

All Other County Employees: Each Elected Official or Department Head shall have specific Office or Departmental rules regarding personal cell phone use that will help to make that Office or Department safe. Employees should follow the rules for their individual Office or Department.

Change or Amend Policy: This policy is not all inclusive and The Commission retains the right to change or amend this policy at any time for any reason. Failure to comply with this policy will result in disciplinary action up to and including termination.

Sheriff's Office: Employees in the Sheriff's Office will follow the policy in the Sheriff's Office Policy Manual.

Section 27-9. Open Flame Policy.

Open flames not only create a serious fire hazard, but also create a serious personal injury hazard. Open flames include the following:

- 1) Candles, including incense candles, are prohibited in all Taney County owned or managed buildings without prior approval of the Taney County Commission.
- 2) Candlelight vigils are permitted if the venue is outside of all buildings or breezeways. Candles shall be lit outside and extinguished prior to entrance to any building.
- 3) Food Service operations (portable cooking equipment) must be placed on a non-combustible surface and have prior approval of the Taney County Commission.
- 4) Open flames fueled by propane tanks are prohibited. (Exception: gas barbecue grills are permitted, but must be located exterior to the building and propane tanks shall not be stored inside buildings.)
- 5) Bonfire/burning trash or construction waste are prohibited unless approved by the Taney County Commission.
- 6) Pyrotechnics are prohibited unless approved by the Taney County Commission. (Welding and associated maintenance work is excluded from this policy.)

Section 27-10. County Wellness and Fitness Center.

In an effort to promote Employee Physical Health, Taney County has provided its Employee, and certain guests, with an in-house Wellness and Fitness Center. All Employees of Taney County may use this Wellness and Fitness Center.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams, Sandra Smart and Jacob Kovarik were present and updated the Commission on the extension office programs.

RECESS: 10:12 A.M.

RECONVENNE: 10:24 A.M.

**ROAD AND BRIDGE ROUND TABLE DISCUSSION – ROUND MOUNTAIN BRIDGE
(Taney County Commission Conference Room)**

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

Also present was Devin Huff, Road & Bridge Administrator, Spencer Jones, Great River Principal/Engineer, Tim Church, Branson Tri-Lakes News, David Clark, Auditor and Presley Cozort, Deputy Clerk.

Commissioner Williams moved to allow Presiding Commissioner Scofield to request all reimbursements for the Taney County Bridge Round Mountain Road project #BRO-B106 (001). Also reference by GRE (Great River Engineering) as project 3470 Taney County Round Mountain Bridge BRO. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Devin Huff and Spencer Jones left at 11:24 a.m.

David Clark left at 11:25 a.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

Shanna Tilley, Administrative Assistant entered at 11:25 a.m.

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

11:47 A.M.

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