

**OFFICIAL
COMMISSION MINUTES
FEBRUARY 25th, 2019 8th 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.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve checks #453637-453694, no Warrants, no Journal Entries. 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 meeting minutes for February 19, 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 meeting minutes from February 19, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

ECONOMIC DEVELOPMENT PROJECT CONTRACT – BRANSON / LAKES AREA CHAMBER OF COMMERCE #19-017CM

Commissioner Williams moved to approve the Economic Development Project contract by and between Taney County and Branson Lakes Area Chamber of Commerce. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-017CM

**ECONOMIC DEVELOPMENT PROJECT CONTRACT
BETWEEN TANEY COUNTY, MISSOURI
AND THE BRANSON/LAKES AREA CHAMBER OF COMMERCE**

This Contract, made this 25th day of February, 2019, by and between Taney County, Missouri ("County") and the Branson/Lakes Area Chamber of Commerce ("Chamber").

WHEREAS, County and Chamber desire to enter into an agreement to promote the economic well-being of the public by obtaining the services an economic consultant in order to bring new jobs and increase business development in Taney County, Missouri.

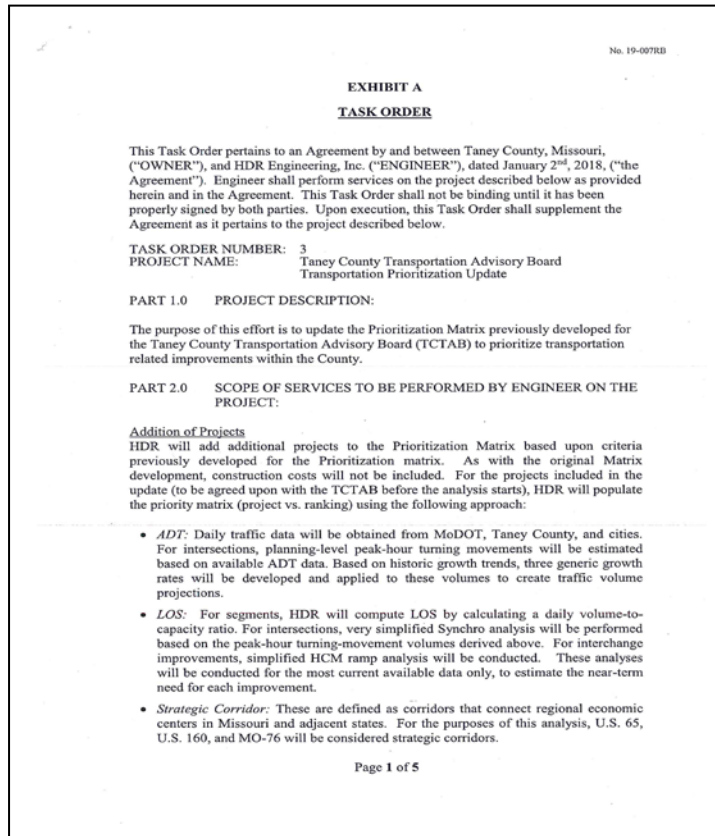
NOW, THEREFORE, in consideration of the mutual promises contained in this Contract and other good and valuable consideration, the parties agree as follows:

1. **Term.** The term of this Contract shall be effective as of the date of execution by the parties and shall terminate on December 31, 2019, and shall not automatically renew, except upon the mutual agreement of the parties.
2. **Fee.** In consideration of the services to be provided by the Chamber pursuant to this Contract, the County shall pay to the Chamber the sum of fifty thousand dollars and no cents (\$50,000), within thirty (30) days of the date this Contract is fully executed.
3. **Services to be Provided.** During the term of this Contract, the Chamber shall operate an organization to be known as the Taney County Business Development Partnership (hereafter "Partnership") for the purpose of promoting economic development in Taney County, Missouri. For the term of this Contract, the Chamber will employ an Executive Director who shall be responsible for the day-to-day administration and operation of the Partnership. All salary and benefits of the Executive Director shall be the responsibility of the Chamber. The services to be provided shall include, but are not limited to:
 - a. Serve as the point of contact for economic development in Taney County, Missouri;
 - b. Development and performance of a comprehensive program to promote Taney County as a prime area to locate new businesses and expand existing businesses
 - c. Evaluate and work to develop and maintain appropriate infrastructure necessary to foster economic development opportunities in Taney County, Missouri;
 - d. Engage in business retention and expansion efforts by soliciting input from existing businesses to determine how best to serve existing business and evaluating the development of programs and efforts to leverage existing assets to promote business;
 - e. Evaluate and conduct appropriate business recruitment activities designed to recruit prospective businesses to the community and provide new jobs;
 - f. Assess issues of concern to local businesses and assist with promoting a healthy business climate within Taney County, Missouri;

TASK ORDER NO. 3 – HDR ENGINEERING, INC #19-007RB

Travis Heier, HDR Engineer was present.

Commissioner Williams moved to approve the task order No. 3 by and between HDR Engineering and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



VENDOR LIEN WAIVER AND RELEASE – LEHMAN CONSTRUCTION, LLC #19-015RB

Devin Huff, Road & Bridge Administrator was present.

Discussion ensued.

Commissioner Wyatt moved to sign the Vendor Lien Waiver and Release between Taney County and Lehman Construction, LLC file #19-015RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

VENDOR LIEN WAIVER AND RELEASE - ALL STATES (FINAL)

VENDOR: Taney County Missouri
 CONTRACTOR: Lehman Construction, LLC
 OWNER: MO Dept of Transportation
 PROJECT: 180119-G04_Taney Roundabout

| INVOICE NUMBER | INVOICE DATE | DESCRIPTION | AMOUNT |
|----------------|--------------|--------------------------------|----------|
| 01282019 | 1/28/2019 | 200 loads of fill @ 10.00 load | 2,000.00 |

For a valuable consideration (in the amount of \$2,000.00), the receipt of which is hereby acknowledged:

- Effective upon receipt from CONTRACTOR of the amount stated to be due in said Final Request for Payment or such lesser amount as CONTRACTOR may acknowledge to be due in accordance with the provision of the CONTRACT, VENDOR does now hereby absolutely waive all liens and rights or claims of lien against the PROPERTY which VENDOR ever had, has or may have, and does release the CONTRACTOR and OWNER from any claim, liability or debt by reason of labor, services, equipment, materials and rentals which have been or will be performed or furnished by VENDOR to or for the Project under the CONTRACT, including, without limitation, all "claims", "changes", "extras" and other charges of any description.
- VENDOR further represents and certifies that no lien has been filed against the PROPERTY by VENDOR or any laborer, sub-contractor or material-man who has directly or indirectly furnished labor, services, equipment, rentals or materials to or for the PROJECT under the CONTRACT, and the VENDOR has paid all bills, taxes (including applicable Sales and Use Taxes) and charges at the agreed prices for all of said labor, services, equipment, rentals and materials which have been or are to be furnished to or for the PROJECT under the CONTRACT.
- VENDOR authorizes CONTRACTOR to complete any blank spaces in this Document.
- VENDOR acknowledges by signing below that if this company is a member of any union that any and all required payments due to the union in respect to this project, including but not limited to payroll, have been further distributed to the union prior to final payment being made.

IN WITNESS WHEREOF, VENDOR has either individually or by its duly authorized representative set his hand and seal hereto this 25th day of February, 2019.

Name of VENDOR: Taney County, Mo.
 By: Mike Scofield
 (Owner, Partner, Officer) (Please Designate)

Sworn to and subscribed before the undersigned this 25th day of February, 2019.
Shanna B. Tilley
 Notary Public



NOTICE OF RENEWAL FOR TIPPING SERVICES #19-019RB

Commissioner Williams moved to approve the Notice of Renewal by and between Taney County and Republic Services of the Ozarks. Commissioner Wyatt seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-019RB

NOTICE OF RENEWAL

To: Republic Services of the Ozarks, Chris Snyder, Manager Municipal Services, 2115 West Bennett Street, Springfield, Missouri 65807

In response to your letter of December 19, 2018, notice is given that the County of Taney, Missouri agrees to renew the Disposal Agreement with Republic Services of the Ozarks, for tipping disposal services, commencing February 20, 2019, for a period of one (1) year, which will expire on February 19, 2020, subject to the CPI percentage increase to be identified and inserted in Exhibit A. A copy of the Agreement is attached hereto as Exhibit B.

Mike Scofield
 Mike Scofield, Presiding Commissioner

Date: 2/25/19

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

By: Donna Neeley
 Donna Neeley, County Clerk

Date: 2/25/19

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 this Notice of Renewal 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, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: David Clark
 David Clark, Taney County Auditor

Date: 2/25/2019

AGREEMENT FOR FORD RANGER SUPER CAB 4X4 2019 PICKUP TRUCK
No 19-018PZ – PER RSMO 140.730
 Scott Starrett, Planning & Zoning Administrator was present.

Commissioner Williams moved to approve the agreement by and between Joe Machens and Taney County for the purchase of a 2019 Ford Ranger. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-018FZ

AGREEMENT
for
2019 FORD RANGER SUPER CAB 4X4 PICKUP TRUCK (1)

THIS AGREEMENT dated the 2nd day of February, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Joe Machens Ford Lincoln, of Columbia, 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 Ford Ranger Super Cab 4X4 pickup truck for Planning & Zoning ("Equipment") shall include the proposal dated February 11, 2019, via State of Missouri cooperative purchasing Contract #CC190548002, which is 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 \$24,039.00. 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.

**MODOT
UPDATE**
Did not take place.

MONTHLY

**RECESS
9:18 A.M.**

**RECONVENNE
9:31 A.M.**

**COLLECTOR – OUTLAWING THE 2014 AND 2015 PERSONAL PROPERTY TAXES
PER RSMO 140.730**

Mona Cope, Collector was present.

Commissioner Williams cited RSMo 137.260 and 137.270.

Commissioner Wyatt cited RSMo 140.730.

Commissioner Wyatt moved to accept the abated tax books for 2014 and 2015 as presented by the Collector to be removed under section 137.260 and 270. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**RECESS
9:43 A.M.**

**RECONVENNE
9:56 A.M.**

DAILY STAFF REVIEW AND AGENDA REQUESTS
(Commission Conference Room)

Shanna Tilley, Administrative Assistant and Presley Cozort, Deputy Clerk were present.

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

10:10 A.M.

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