

**OFFICIAL
COMMISSION MINUTES
MAY 6th, 2019 7th DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None.

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Scofield called the meeting to order at 9:06 a.m.

COMMISSION REMARKS

Commissioner Wyatt mentioned that Wednesday, May 8, 2019 is Harry S Truman's Birthday and the County Courthouse will be closed. The County received the increase for the 2018 Workman's Comp and will pay an additional \$45,485.00.

Prayer and Pledge

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #454630-454691, Warrants #7194 - 7198 and Two Journal Entries. Commissioner Williams amended his motion to exclude Check #454656. Commissioner Wyatt 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 Checks #454656. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

Commissioner Wyatt entered the meeting.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session meeting minutes dated April 29, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION FOR COUNTY TAX SALE #2019-428

Karl Finkenbinder, Attorney with Schenewerk & Finkenbinder Attorneys at Law, LLC and Rex Maynor, Publisher for Branson Tri Lakes News were present.

Commissioner Wyatt moved to go with the Branson Tri Lakes News for publication of the County Tax Sale in August. Commissioner Williams seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

COURT ORDERS

Stephanie Spencer, Deputy Clerk and Chuck Pennel, County Assessor were present.

Exhibit A*

PP PAID ABATEMENTS										
Exhibit: A*		Date: May 6, 2019								
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied
300297	2018	PENDING	2019-05-01	1-85008-900	HAGERMAN DAVID	TAXPAYER DID NOT OWN A FLEX	7290	-4930	✓	

Commissioner Williams moved to approve Exhibit A (Personal Property Abatements #300297) dated May 6, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

MISSOURI HIGHWAYS & TRANSPORTATION COMMISSION FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AGREEMENT #19-057AIR

Mike Mulnik, M. Graham Clark Downtown Airport Manager was present.

Discussion ensued.

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

CCO Form: MO03
Approved: 7/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Project No.: AIR 186-101A

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
FIRST SUPPLEMENTAL AGREEMENT TO AIRPORT AID AGREEMENT**

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

WITNESSETH:

WHEREAS, the parties entered into an Airport Aid Agreement executed by Sponsor on October 29, 2018, and executed by the Commission on November 5, 2018 (hereinafter, "Original Agreement") under which the Commission granted the sum of Eighty-Nine Thousand Five Hundred Fifty Dollars (\$89,550) to the Sponsor to assist in specified Reconstruct West Apron and Rehabilitate Runway; and

WHEREAS, the Commission previously approved funds for this project; and

WHEREAS, the level of funding originally approved is not sufficient to cover costs associated with this project; and

WHEREAS, the Commission has sufficient funds to increase the grant amount for this project.

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

(1) **ADDITIONAL GRANT:** The Commission hereby grants to the Sponsor an additional sum of One Million Seventy-One Thousand Eight Hundred Ninety-Five Dollars (\$1,071,895) for this project. The Sponsor shall provide matching funds of not less than One Hundred Nineteen Thousand One Hundred Dollars (\$119,100) toward the project in addition to those previously committed by the Sponsor in the Original Agreement.

(2) **ORIGINAL AGREEMENT:** Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and the unaltered terms of the Original Agreement shall extend and apply to this Supplemental Agreement.

FORM OF CONTRACT AGREEMENT & CONTRACT DOCUMENTS #19-056AIR

Mike Mulnik, M. Graham Clark Downtown Airport Manager was present.

Commissioner Williams moved to approve the Form of Contract Agreement & Contract Documents by and between Emery Sapp & Sons and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve the Performance Bond and Payment Bond by and between Emery Sapp & Sons and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2
CONSTRUCTION SERVICES #19-053AIR**

Mike Mulnik, M. Graham Clark Downtown Airport Manager was present.

Commissioner Williams moved to approve the Aviation Project Consultant Supplemental Agreement No. 2 by and between Garver, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Airport Name: M. Graham Clark Downtown
Project No.: AIR 186-101A
County: Taney

**AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 2
CONSTRUCTION SERVICES**

THIS SUPPLEMENTAL AGREEMENT NO. 2 for Construction Services is entered into by the County of Taney County (hereinafter, "Sponsor") and Garver, LLC (hereinafter, "Consultant").

WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on October 15, 2018, to accomplish a project at the M Graham Clark Downtown Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 2 to otherwise complete, extend or continue the Original Agreement as provided herein.

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

(1) SCOPE OF SERVICES:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 2 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (16)(State) or (17)(Federal) of the Original Agreement and Exhibit II - SA2, which is attached hereto and incorporated herein by reference.

(2) FEES AND PAYMENTS:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 2 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (8)(State) or (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 2	TOTAL
Fixed Fee	N/A	\$10,017.78	\$10,017.78
Max. Fee Payable	\$99,500	\$98,900	\$198,400

CONSTRUCTION CONTRACT CHANGE ORDER #18-119AIR

Mike Mulnik, M. Graham Clark Downtown Airport Manager was present.

Commissioner Williams moved to approve the Construction Contract Change Order identified as No. 1 as presented today. Commissioner Wyatt seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

NOTICE OF RENEWAL FOR GUARDRAILS #19-055RB

Denzil Brown, County Road & Bridge Assistant Administrator was present. Presiding Commissioner Scofield referenced a letter from their attorney.

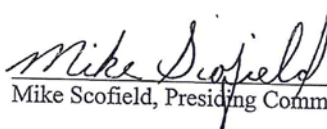
Commissioner Wyatt moved to approve the Notice of Renewal agreement for Guardrails through Highway Safety Solutions and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-055RB

NOTICE OF RENEWAL

To: Highway Safety Solutions, Steve Easton, Authorized Representative, 5618 South Elmira, Springfield, Missouri 65810

Notice is given that the County of Taney, Missouri hereby renews its agreement with Highway Safety Solutions, for guardrails and materials, commencing May 7, 2019, for a period of (1) one year, which will expire on May 6, 2020. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 5/6/19


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, County Clerk

Date: 5/6/19

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, Taney County Auditor

Date: 5/6/2019

COOPERATIVE AGREEMENT AND PERMANENT EASEMENT #19-050RB

Denzil Brown, County Road & Bridge Assistant Administrator was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Cooperative Agreement and access easement contingent upon survey and retaining wall work completed and subject to approval of the county by and between Mr. & Mrs. Crockett and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement") is entered into this 1st day of May, 2019, by and between Samuel and Melissa Crockett ("Owner") and Taney County, Missouri ("County").

RECITALS:

A. Owner is the owner of certain real estate commonly known as 317 Saints Street, Branson, Missouri, as legally described on Exhibit A, attached hereto and incorporated herein by reference (the "Property");

B. County is the owner of certain real estate commonly known as 1377 E. State Highway 76, Branson, Missouri, as legally described on Exhibit B, attached hereto and incorporated herein by reference (the "County Property");

C. Owner desires to relocate the driveway for the Property and to make certain improvements on County Property as more fully set forth herein, in consideration for the County granting a permanent access easement for the re-located driveway on County Property;

D. The parties desire to set forth the terms, conditions, and obligations of the parties; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties agree as follows:

1. Term. This Agreement shall be effective from the date of its execution by both parties until the completion of the terms and conditions set forth in this Agreement, which shall not be more than six (6) months from the effective date, unless extended by mutual agreement of the parties.

2. Survey. Owner agrees to obtain a survey and legal description identifying and describing the proposed easement area across County property ("Proposed Easement"), at Owner's sole cost and expense. County shall have the right to define the boundaries and location of the Proposed Easement. Upon completion of the survey, Owner agrees to provide a copy of the survey and legal description to the County for approval.

3. Construction of Retaining Wall; Repair of Fences. Owner, at Owner's sole cost and expense, agrees to construct, or have constructed a retaining wall ("Retaining Wall") on County Property in the location approved by the County and as directed by the County using commercially reasonable materials and construction methods, and in accordance with the specifications set forth in Exhibit C, attached hereto and incorporated herein by reference. Materials and construction of the Retaining Wall shall be subject to approval by the County. Owner at their sole cost and expense shall be responsible for the repair and re-connection of any and all fences located on County Property as a result of the work described in this paragraph.

**INTERGOVERNMENTAL AGREEMENT FOR ANIMAL CONTROL SERVICES
CONCERNING THE VILLAGE OF SADDLEBROOKE #19-046AC**

Sherry Simpson, Animal Control Supervisor was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Taney County and the Village of Saddlebrooke for Animal Control Services. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT
(Animal Control)**

THIS AGREEMENT, made and entered into on this 6 day of May 2019 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification, and the Village of Saddlebrook ("Village"), a village organized under Chapter 80 of the Revised Statutes of Missouri.

WITNESS:

WHEREAS, the County owns and operates an animal control facility ("Facility") for the purpose of providing care for lost, stray, vicious, sick and injured animals and ("Animals"); and

WHEREAS, the County and Village desire to enter into this Agreement to enable the Village to utilize the Facility and the resources of the County for the temporary shelter and care of Animals; and

WHEREAS, the County and Village desire to set forth the respective duties and responsibilities of the parties; and

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Term. The term of this Agreement shall be from the Effective Date to December 31, 2019.

2. Covered Services.

a. Care of Animals. In consideration of the Intake Fee set forth in Schedule A, the County shall provide appropriate food, water, boarding, cleaning supplies and labor necessary in order to care for each Animal accepted by the Facility for the period of time set forth in Schedule A. The additional holding fee shall apply for any Animal housed longer than the holding period, as provided in Schedule A, at the option of the Village. In the event the owner of an Animal is not located and the Animal is not claimed and redeemed, the County agrees to attempt to place each Animal for adoption or to provide a humane euthanasia.

b. Specified Vaccination of Animals. Upon transportation and acceptance of an Animal by the Facility, the County shall vaccinate: (1) a canine Animal for parvo and upper respiratory/kennel cough; or (2) a feline Animal for leukemia and upper respiratory/kennel cough, pursuant to the Facility's Missouri Department of Agriculture License.

RECESS: 9:38 A.M.

RECONVENNE: 10:00 A.M.

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

Shanna Tilley, Administrative Assistant and Stephanie Spencer, 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 Stephanie Spencer, Deputy Clerk.