

**OFFICIAL
COMMISSION MINUTES
MAY 28th, 2019 11th DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

None.

Prayer & Pledge

CALL COUNTY COMMISSION MEETING TO ORDER

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

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #454888-454954, Warrant #7206, and six Journal Entries and Transfers. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes from May 20, 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes from May 20, 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved to approve Regular Session Minutes from May 6, 2019 to be amended. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

APPROVAL OF PAYROLL

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

COUNCIL OF LOCAL ELECTED OFFICIALS (CLEO) AGREEMENT #19-038CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved that the Presiding Commissioner sign the agreement. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

AMEND PREVIOUSLY APPROVED COOPERATIVE AGREEMENT & ACCESS EASEMENT #19-050RB

Devin Huff, Road & Bridge Administrator was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Cooperative Agreement showing the correct address of 315 Saints Street. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement") is entered into this ___ 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 315 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.

Commissioner Wyatt moved to approve the Access Agreement showing the correct address of 315 Saints Street. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: Access Easement
 Date of Document: May 23, 2019
 Grantor: Taney County, Missouri
 Grantor's Address: P.O. Box 1086
 Forsyth, Missouri 65653
 Grantee: Samuel L. and Melissa M. Crockett
 Grantee's Address: 315 Saints Street
 Branson, Missouri 65616
 Legal Description: See Exhibits A and B
 Return to: Nikki Lawrence
 Taney County, Missouri
 P.O. Box 1086
 Forsyth, Missouri 65653

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Access Easement. In the event of a conflict between the provisions of the attached Access Easement and the provisions of this cover page, the attached Access Easement shall prevail and control.

TANEY ENHANCED ENTERPRISE ZONE DISCUSSION – JONAS ARJES

Jonas Arjes, Taney Enhanced Enterprise Zone Administrator presented an overview of the Taney County Enhanced Enterprise Zone.

Discussion ensued.

Commissioner Williams entered at 9:23 a.m.

DISCUSSION OF PAYROLL PROGRAM

Melanie Smith, Treasurer, Dawn Bilyeu, Human Resources and Joanna Jasper, Deputy Auditor were present.

Discussion ensued.

COURT ORDERS

Chuck Pennel, Assessor and Wesley Shoemaker, Chief Deputy Clerk were present.

Commissioner Wyatt moved to approve the Exhibit "A" Abatements (#204930 & 204931) dated May 28, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit A*

ERRONEOUS ASSESSMENT															
Exhibit:	<u>A</u>			Date:	<u>28 May 2019</u>										
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
204930	2017	0000-00-00	2019-05-22	08-6.0-13-000-000-040.000	SUKMAN R. RANDALL & BUSARD CYNTHIA L & ROWLAND JOHN M ETAL	ERRONEOUS ASSESSMENT	0	-130	0	0	0	0		<input checked="" type="checkbox"/>	
204931	2018	0000-00-00	2019-05-22	08-6.0-13-000-000-040.000	SUKMAN R. RANDALL & BUSARD CYNTHIA L & ROWLAND JOHN M ETAL	ERRONEOUS ASSESSMENT	0	-130	0	0	0	0		<input checked="" type="checkbox"/>	

FILL DIRT AGREEMENT – LARRY BLAIR

Devin Huff, Road & Bridge Administrator was present.

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

unlimited

FILL DIRT AGREEMENT

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

Devin Huff
Devin Huff County Highway Administrator

May 20, 2019
Date:

FILL DIRT AGREEMENT – MARK NORWINE

Devin Huff, Road & Bridge Administrator was present.

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

unlimited

FILL DIRT AGREEMENT

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

Devin Huff
Devin Huff County Highway Administrator

May 20, 2019
Date:

RECESS: 10:08 A.M.

RECONVENNE: 10:19 A.M.

ROAD & BRIDGE / TRANSFER STATION ROUND TABLE DISCUSSION

(County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Denzil Brown, Assistant Road & Bridge Administrator, David Clark, Auditor, Ryan Tate, Fabick Territory Manager and Stephanie Spencer, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION PER SECTION 610.021. (1) (3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

Commissioner Wyatt moved to enter into Executive Session for per section 610.021. (1)(3) (Legal and Personnel). Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

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

DAILY STAFF REVIEW & AGENDA REQUESTS

Shanna Tilley, Administrative Assistant and Stephanie Spencer, Deputy Clerk were present for the meeting.

The Commission met with their staff to review the day's business and go over agenda requests.

Devin Huff entered at 12:14 p.m.

Devin Huff left at 12:16 p.m.

ADJOURNMENT

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

ADJOURN

12:26 A.M.

The Minutes were taken and typed by Stephanie Spencer, Deputy Clerk.