

**OFFICIAL
COMMISSION MINUTES
JUNE 24th, 2019 16th DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

Prayer & Pledge

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Scofield called the meeting to order at 9:04 a.m.

COMMISSION REMARKS

None.

VACATION OF A PORTION OF BRIDGEVIEW DR. #19-034RB

Harry Styron, Attorney for Dennis Martinez and Christie Sweeney, and Travis Elliott, Commission Attorney, were present.

Gary Haupt, Oakmont Board of Directors President appeared before the Commission to oppose the vacation.

Commissioner Williams moved to approve the Order in the Matter of Vacation of a Portion of Bridgeview Drive Ozarks Paradise Village Block 18 Lot 21 to 52 in Taney County Missouri as presented on June 24, 2019. Commissioner Wyatt seconded the motion for discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

TANEY COUNTY COMMISSION

In the Matter of Vacation of Portion of Bridgeview Drive, Ozarks Paradise Village, Block 18, Lots 21 to 52, Taney County, Missouri No. _____

1. This Petition is made on behalf of Dennis Martinez and Christie Sweeney, husband and wife, pursuant to §71.270 RSMo, and seeks to vacate a portion of Bridgeview Drive, Ozarks Paradise Village, Block 18, Lots 21 to 52, in Taney County, Missouri, as shown on the plat recorded on February 11, 1966, in Book 8 Page 32 in the office of the Taney County Recorder (Exhibit 1)
2. The dedication language on Exhibit 1 states that the roads shown thereon are relinquished by the developer and dedicated to the public:

Said lands have been subdivided as shown hereon and said subdivisions shall be known as Lots 21 through 52 of Block 18 of OZARKS PARADISE VILLAGE. Roads as shown hereon are relinquished and dedicated for the use of the public.

IN TESTIMONY WHEREOF, We have hereunto set our hands this
31st day of February, 1966.

Alva K. Korman *Luis Korman*

3. Lot 31A, which is the replat combining Lots 30 and 31, and the south half of Lot 29, is owned Petitioners, as shown by the attached deed (Exhibit 2) and the replat (Exhibit 3).
4. Mr. Martinez and Ms. Sweeney have signed this petition.
5. The portion proposed for vacation runs along the south and west side of Lot 31A (formerly Lot 30), is shown on the attached survey (Exhibit 4). The Corps of Engineers' take line runs along entire west boundary of the portion proposed for vacation.
6. The area proposed for vacation does not abut or lead to any lot other than petitioners' Lot 31A. The Corps land to the west is a steep bluff leading down to Table Rock Lake and is not likely to be used for lake access by vehicles.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #455260-455308, Warrants #7218-7219 and three Journal Entries or Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes from June 17 and 18, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes from June 17, 2019 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL FOR PAYROLL

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

AGREEMENT FOR WHEEL LOADER #19-068RB

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve agreement by Taney County and Fabick Caterpillar for wheel loader. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT for WHEEL LOADER

THIS AGREEMENT dated the 24th day of June 2019 ("Effective Date") 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 Wheel Loader ("Equipment") via cooperative purchasing on Sourcewell (formerly NJPA) Contract #032119-CAT. 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. Equipment provided under this Agreement shall not exceed the price as quoted by the aforementioned Sourcewell contract of: \$239,000.00. Current County purchase sheet attached here. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options. All charges, costs, and services performed are covered by RSMo. #70.220 for cooperative purchasing.

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 shall be invoiced with specific department information and include reference Sourcewell Contract #032119-CAT. 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.

FILL DIRT AGREEMENT – YOUNGBLOOD CONSTRUCTION – JERRY YOUNGBLOOD

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve the agreement by and between Taney County and Youngblood Construction represented by Jerry Youngblood. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Youngblood Construction (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 County Highway Administrator

6-19-19
Date:

ONSITE WASTEWATER TREATMENT SYSTEM CONSTRUCTION REVIEW & PERMITTING PARTICIPATION AGREEMENT 2019 #19-072PZ

Commissioner Williams moved to approve the agreement by and between State of Missouri Department of Health and Senior Services and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

2020 DEPUTY SHERIFF SALARY SUPPLEMENTAL FUND – SUBAWARD GRANT #19-075S

Jimmie Russell, Sherriff, was present.

Commissioner Williams moved to accept and receive the Grant from 2020 Deputy Sheriff Salary Supplementation Fund Subaward by and between Missouri Sheriff Methamphetamine Relief Task Force and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

CONTRACT BETWEEN TANEY COUNTY & BCS PROSOFT, LLC #19-071CM

Commissioner Williams moved to approve contract by and between Taney County and BCS Prosoft, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-071CM

CONTRACT BETWEEN TANEY COUNTY AND BCS PROSOFT, LLC

Some now the County of Taney, Missouri (hereafter, "County") and BCS ProSoft, LLC (hereafter, "Supplier"), for and in consideration of the promises of each to the other contained herein, and agree:

- 1) Supplier shall provide Sage 100 (which is also known as Sage 100c or Sage 100cloud) Software, Biznet Software and other associated software, products and services, as requested by County. Including but not limited to: supplying information and integration assistance to IT on hardware or network specifications from Software vendors, contacting vendors on behalf of the County, assistance with software, support of software, installation of new versions (aka upgrades) and all related services for these or any future software solutions purchased through Supplier. Additionally, Supplier will act as reseller of other software related to accounting as requested by County.
- 2) The term of this agreement shall commence on July 1, 2019, and end June 30, 2020.
- 3) Payments: County shall pay Supplier for software, annual maintenance fees (also known as business care) or other software costs from Vendors are requested. Software will be ordered from appropriate vendor once payment is received. In addition, the County shall pay Supplier the cost agreed to by the County and Supplier of all associated software and products requested by County for additional licenses, modules, or other software. County shall pay Supplier for support service work, done at the request of County, at the rate of \$170.00 per hour, plus reimbursement for travel (including mileage tolls, and time) at the rate of \$87.50 per hour. The actual time spent on the problem or project with your County staff and Sage Software, Biznet Software, or any other software vendor support, is billable in 15-minute increments at the standard rate per hour for actual time spent. The standard fee for consulting services is one hundred eighty dollars (\$180.00) per hour.
- 4) This contract shall be construed according to the laws of the State of Missouri. Supplier shall comply with all local, state, and federal laws and regulations relating to the performance of this contract.
- 5) It is agreed that any action at law, suit in equity, or other judicial proceeding to enforce or construe this contract, or regarding breach, shall be instituted only in the Circuit Court of Taney County, Missouri, and that if County is the prevailing party in any such proceeding County shall be entitled to recover all resulting fees and expenses incurred by it.
- 6) Supplier shall defend, indemnify and hold harmless the County, including its officers, agents and employees, from any claim or liability, whether based on a claim for damages to real or personal property or to a person, for any matter relating to or arising out of Supplier's wrongful or negligent performance of its obligations under this contract.
- 7) No modification or addition to this agreement, or the obligations thereunder, shall be effective until placed in writing and executed by all parties.

APPOINTMENT TO THE SOUTHWEST MISSOURI COUNCIL OF GOVERNMENT TRANSPORTATION COMMITTEE

Commissioner Wyatt moved to appoint Rick Ziegenfuss and Buddy Roberts as members of the Transportation Advisory Committee for the Southwest Missouri Council of Government Transportation Advisory Committee commencing on July 1, 2019 through June 30, 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to appoint Randy Haes as the alternate Southwest Missouri Council of Government Transportation Advisory Committee member commencing on July 1, 2019 through June 30, 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

PLANNING AND ZONING BOARD APPOINTMENT

Scott Starrett, Planning and Zoning Administrator was present.

Commissioner Wyatt moved to appoint Roger Hoenes to the Planning and Zoning Board representing the Cedar Creek Township commencing on June 24, 2019, term ending December 31, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

OLLIS/AKERS/ARNY INSURANCE UPDATE WITH JOHN AKERS

John Akers with Ollis/Akers/Arny Insurance was not present.

RECESS: 9:36 A.M.

RECONVENNE: 9:49A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Tim Church, Tri-Lakes News Reporter, Andy Marmouget, KPM CPA, Travis Elliot, Commission Attorney, David Clark, Auditor and Donna Neeley, County Clerk.

Discussion ensued.

Devin Huff left the meeting at 10:00 a.m.

Joanna Jasper entered the meeting at 10:00 a.m.

INDEPENDENT AUDIT REPORT WITH ANDY MARMOUGET, KPM CPAS & ADVISORS – MAY GO INTO EXECUTIVE SESSIONS PER SECTION 610.021.17 (AUDIT)

Andy Marmouget, KPM CPA presented the Audit Report.

EXECUTIVE SESSION PER SECTION 610.021. (1) (LEGAL)

(Taney County Commission Conference Room)

Commissioner Williams moved to enter into Executive Session for per section 610.021. (1) (Legal). Commissioner Wyatt 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

(Taney County Commission Conference Room)

Shanna Tilley, Administrative Assistant and Donna Neeley, County Clerk were present for the meeting.

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

10:48 A.M.

The Minutes were taken by Donna Neeley, County Clerk, Kim Lovelace, Deputy Clerk and Stephanie Spencer and typed by Kim Lovelace, Deputy Clerk.