

**OFFICIAL
COMMISSION MINUTES
JULY 1ST, 2019 1ST DAY OF
THE JULY 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.

ROAD VACATES

Travis Elliott, Commission Attorney was present.

**NOTICE OF INTENT TO VACATE
AND
ORDER OF THE TANEY COUNTY, MISSOURI COMMISSION**

WHEREAS, the County Commission has caused the County Highway Engineer and County Road and Bridge Department to view a certain portion of Coon Creek Road between Hollister, Missouri and Kirbyville, Missouri (referred to herein as the "Hollister-Kirbyville Road") and to report on the practicability of the proposed re-location and re-alignment of a certain portion of Coon Creek Road between Hollister, Missouri and Kirbyville, Missouri ("Coon Creek Road"), and eliminating the Hollister-Kirbyville Road, as depicted in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the County has procured certain real estate in order to perform the re-location and re-alignment of that certain portion of Coon Creek Road between Hollister, Missouri, and Kirbyville, Missouri; and

WHEREAS, the County has ordered the performance of the re-location and re-alignment work described above, and the County Commission hereby finds satisfactory proof that Coon Creek Road has been opened in such manner as to be equally convenient to travelers as the Hollister-Kirbyville Road and the public will not be in any manner injured by the re-location and re-alignment of Coon Creek Road and the vacation of the Hollister-Kirbyville Road; and

WHEREAS, based upon the foregoing, the County Commission intends to consider an order vacating the former Hollister-Kirbyville Road at the next term of the Commission;

NOW, THEREFORE, the County Commission of Taney County, Missouri, orders, as follows:

1. Incorporation. Each and every finding set forth in the whereas clauses set forth above are incorporated hereby by reference.
2. Notice. Notice to enclose the land through which the Hollister-Kirbyville Road ("Road") runs, and to turn such Road on the respective property owners' lands shall be given by printed or written handbills put up in three or more public places in such townships in which the Road is located, one of which shall be put up at the beginning of the Road, and one at the termination of the Road, at least twenty (20) days before the first day of the next regular term of the County Commission to which the Order vacating the Road is to be considered, which notice shall apply to and be binding upon all persons and corporation whatsoever having any interest in or title to the lands, or any part thereof, over which said Road may run. A copy of said Notice is attached hereto as Exhibit B and incorporated herein by reference.
3. Order to Vacate. At the subsequent term of the County Commission, the County Commission shall consider making the Order to Vacate the Road, consisting of real estate more

Commissioner Williams moved to approve the Notice of Intent to Vacate and Order of the Taney County Missouri Commission on Coon Creek Road. Commissioner Wyatt seconded the motion for discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVE ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #455344-455410 and Warrants #7224 and no Journal Entries. Commissioner Williams 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 Session Minutes from June 24th, 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 Minutes from June 24, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

LETTER TO CORPS OF ENGINEERS REGARDING A PORTION OF GRAHAM CLARK ROAD

Devin Huff, Road and Bridge Administrator, was present.

Commissioner Williams moved to approve the Letter to the Operations Project Manager of the U.S. Army of Corps of Engineers for the portion of Graham Clark Road and allow Commissioner Scofield to sign it. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR MOTOR REBUILD #19-078RB

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

No. 19-078RB

AGREEMENT
for
MOTOR REBUILD (Coop.)

THIS AGREEMENT dated the 19 day of July, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and Ozark Kenworth, Inc. dba MHC Kenworth of Leawood, Kansas 66211 herein "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 shall consist of the Service Estimate and Sourcewell (formerly NJPA) Contract #081716-KTC. 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 contract price for Product and any needed Services for a motor rebuild for Taney County Road & Bridge shall not exceed; \$28,727.66 as set forth in the Contract Documents. If certain unusual circumstances occur specific to any Product / Services availability, the County may consider all other options.
3. Contract Duration. This Agreement shall commence on the date it is fully executed by the parties and shall terminate upon delivery of all Product and Services and expiration of all warranties.
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.
7. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:
 - a. Due to material breach of any term or condition of this Agreement, or
 - b. If in the opinion of the Taney County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County, or
 - c. If appropriations are not made available and budgeted for any calendar year.

Commissioner Williams moved to approve the Agreement for Motor Rebuild by and between Taney County and Ozark Kenworth Incorporated doing business as MHC Kenworth of Leawood, Kansas. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR PRECAST CONCRETE BOX CULVERT PRODUCTS #19-077RB

Devin Huff, Road and Bridge Administrator, was present.

AGREEMENT
for
PRECAST CONCRETE BOX CULVERT PRODUCTS (Corp)

THIS AGREEMENT dated the 1 day of July, 2019 ("Effective Date") is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and Scurlock Industries of Springfield, Inc. of Springfield, Missouri 65803 herein "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 for the purchase of pre-cast concrete box culvert items ("Product") for Taney County Road & Bridge repair and maintenance shall include the Purchase Order, Greene County Missouri Contract #17-0822 as amended, and price list, copies of which are attached to this Agreement. 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. Contractor agrees to sell Product to County and County agrees to purchase Product from Contractor on an as needed basis, the price of which shall not exceed the pricing as set forth in the Contract Documents. If certain unusual circumstances occur specific to Product availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the Effective Date and terminate on September 7, 2019, unless extended or renewed by the parties, or by extension or renewal of Greene County Contract #17-0822, at the option of County. This Agreement may coincide with any/all extensions, and/or renewals, entered into by Greene County with Contractor – subject to pricing, and delivery clauses as agreed to, and offered by the Contractor at that time which is also consistent with Taney County Road & Bridge needs.

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.

Commissioner Wyatt moved to approve Agreement for Precast Concrete Box Culvert between Scurlock Industries of Springfield, Inc. and Taney County dated from July 1, 2019 through Sept 07, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT – BRYANT RIDGE CHURCH (ROB DALTON)

Devin Huff, Road and Bridge Administrator, was present.

*unlimited
3000 loads
Black Dirt (Top Soil)*

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Bryant Ridge Church (Rob Dalton) (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

6-17-19
Date:

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Bryant Ridge Church represented by Rob Dalton. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

PROPERTY & LIABILITY INSURANCE UPDATE WITH TIM CONNELL, CONNELL INSURANCE

Tim Connell, Commercial Insurance Consultant, presented an overview of the County Property & Liability Insurance.

OLLIS/AKERS/ARNEY INSURANCE UPDATE WITH JOHN AKERS

John Akers, Certified Insurance Counselor, presented an overview on the County insurance.

COURT ORDERS

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

Commissioner Wyatt moved to table 17-4.0-17-002-001-007.001 (Abatements #205023-205024). Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain) and Wyatt (aye).

Commissioner Williams moved to approve Abatement #205022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit A*

ERRONEOUS ASSESSMENT															
Exhibit:												Date: 1 July 2019			
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
205022	2017	0000-00-00	2019-06-24	08-8.0-33-003-021-003.001L	S & J INVESTMENTS	ERRONEOUS ASSESSMENT	0	0	0	0	0	0	-730		
205023	2017	0000-00-00	2019-06-25	17-4.0-17-002-001-007.001B	GS HOSPITALITY LLC	ERRONEOUS ASSESSMENT	0	0	0	0	36910	-63680	LEASED LAND, SHOULD BE EXEMPT, RAILWAY RIGHT OF WAY 6/19-1W	X	
205024	2018	0000-00-00	2019-06-25	17-4.0-17-002-001-007.001B	GS HOSPITALITY LLC	ERRONEOUS ASSESSMENT	0	0	0	0	36910	-63680			

RECESS: 10:10 A.M.

RECONVENNE: 10:39 A.M.

INDEPENDENCE DAY DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Donna Neeley, County Clerk, Devin Huff, Road & Bridge Administrator, David Clark, Auditor, and Tim Church, Tri-Lakes News Reporter.

Independence Day Discussion ensued. No action 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

11:20 P.M.

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