

**OFFICIAL
COMMISSION MINUTES
JULY 29th, 2019 - 5th 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 9:00 a.m.

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #455676 - 455728. No Warrants and One Journal Entry. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Session Minutes from July 22, 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

FILL DIRT AGREEMENT – JR LAWRENCE

Devin Huff, Road and Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between JR Lawrence and Taney County. Presiding Commissioner Scofield seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

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 JR Lawrence (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

7-23-19
Date:

FILL DIRT AGREEMENT - SAM YARNELL

Devin Huff, Road and Bridge Administrator, was present.

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

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 Sam Yarnell (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

7-22-19
Date:

BID RECOMMENDATION FOR TAX MAILING SERVICES #201906-430

Mona Cope, Collector, and Ron Erickson, Purchasing Director, was present.

Commissioner Williams moved to award Bid #201906-340 (#201906-430) to Ozark Mailing Services of Springfield, Mo. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

BOARD APPOINTMENT – AIRPORT BOARD

Commissioner Williams moved to appoint Carl Sparks to The Airport Board for the available position. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

INTERGOVERNMENTAL DISPATCH AGREEMENT WITH WESTERN TANEY COUNTY FPD 2019 #19-086S

Jimmie Russell, Sheriff, present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Western Taney County Fire Protection Services and Taney County Sheriff Department. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

INTERGOVERNMENTAL DISPATCH AGREEMENT

This Agreement, dated the 31st day of July, 2019, is entered into by the County Commission of Taney County Missouri, (hereinafter "County Commission"), the Taney County Sheriff (hereinafter "Sheriff"), and Western Taney County Fire District (hereinafter "Fire District") pursuant to Section 72.210 RSMo., and Section 72.220 RSMo., et seq.

WHEREAS, County Commission, Sheriff, and Fire District each recognize the need for centralized and efficient dispatching of emergency equipment and personnel, including those of the Fire District and that the dispatching facility located in the Sheriff's Office, in Forsyth, Missouri, is suited to provide such dispatching services for and on behalf of Fire District, and that it would be efficient and in the best interest of all concerned that a cooperative agreement with regard to the dispatching and dispatching facilities be reached between Sheriff, and Fire District, and approved by the County Commission.

NOW, THEREFORE, the parties hereby agree as follows:

1. Sheriff, through the dispatching facilities located in the Sheriff's Office, Forsyth, Missouri, shall provide all dispatching services for Fire District. Sheriff shall maintain contact assignment sheets and maps provided by Fire District for location, directions, and vehicles dispatched. Sheriff will also provide back-up dispatching services on Simplex facilities in the event of some failure of the Fire District repeater and other equipment, and Fire District agrees to pay all expense of the back-up dispatching services.
2. Fire District shall provide maps as it deems appropriate for use by the dispatcher.
3. Fire District may, at its option and discretion, up-grade the dispatching facilities by supplying Fire District owned and maintained equipment. Equipment supplied by Fire District pursuant to this paragraph will remain the property of the Fire District, subject to removal by Fire District at Fire District's option or upon termination of this agreement. Installation, improvement, and maintenance of equipment or facilities may only be done by personnel approved by Sheriff.
4. This Agreement, on and after its signing by all parties hereto, shall remain in effect through and including 31st day of July, 2021. However, this Agreement can be terminated without cause, by any party upon Sixty (60) days written notice. Additionally, the parties may, by agreement, terminate this Agreement upon execution of a substitute Agreement.
5. Pursuant to Section 70.220 RSMo., County Commission approves this contract and cooperative action of Sheriff and Fire District. All parties agree that County Commission assumes no duties or liabilities under this Agreement.

PERSONAL PROPERTY ADD-ON REPORT- JUNE 2019

Wesley Shoemaker, Chief Deputy Clerk, presented the June Add-On Report.

Commissioner Williams moved to accept and enter into the record the Personal Property Report for June 2019 as presented by the Taney County Clerk's Office. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

PERSONAL PROPERTY REPORT JUNE 2019

AbYear	Date	Account	Name	Reason	BegVal	AdjVal	EndVal
2018	2019-06-03	1-88498-0	FINNEY CHADWICK		140	2450	2590
2018	2019-06-03	1-74159-0	ISENHOWER DONALD		5160	970	6130
2018	2019-06-04	1-85567-0	ISENHOWER DAVID A		970	-970	0
2018	2019-06-04	1-50302-0	NEWCOMB JERRY & REBECCA		100	2220	2320
2018	2019-06-04	1-102507-0	STEMPLE GLENDA		3880	-3880	0
2017	2019-06-06	1-71032-0	JONES OBIE J AND LINDA		300	300	600
2018	2019-06-06	1-13070-0	ROBERTSON THOMAS A		830	100	930
2017	2019-06-07	1-69016-0	SMITH CHARLES R & VEEDA Z		3010	-200	2810
2018	2019-06-07	1-95991-0	OESTERREICHER JON & DAWN		250	3530	3780
2018	2019-06-07	1-69016-0	SMITH CHARLES R & VEEDA Z		2480	2480	4960
2017	2019-06-10	1-96149-0	MARTINEZ-DENNIS ANTONIO		200	-100	100
2017	2019-06-10	1-93466-0	STONE PAUL DEAN & NORMA J		14360	-14360	0
2017	2019-06-10	1-107284-0	YUM HOME COOKIN WITH A TWIST		1000	-1000	0
2018	2019-06-10	1-107284-0	YUM HOME COOKIN WITH A TWIST		1000	-1000	0
2018	2019-06-12	1-104165-0	JMH TRANSPORT LLC		1000	-1000	0
2018	2019-06-12	1-90274-0	WELLS FARGO EQUIPMENT FINANCE		1570	-1570	0
2016	2019-06-13	1-96210-0	EPLEY NICK & ALANA CARDWELL		400	-100	300
2018	2019-06-13	1-102848-0	INVESTMENT BROKERS RENTALS LLC		2550	-2050	500
2018	2019-06-14	1-83466-0	COONER JOSEPH & JULIA		350	200	550
2018	2019-06-14	1-93122-0	STONE ASHLEY		1650	-1650	0
2017	2019-06-18	1-84588-0	SANDINE KARIANN		3670	0	3670
2018	2019-06-18	1-42339-0	PORTER MICHAEL		380	-380	0
2018	2019-06-21	1-106452-0	BOWLING KAY		0	0	0
2018	2019-06-25	1-104325-300	GREGG JOSHUA B & JEFF A	TAX CODE CHANGE	6325	-6325	0
2018	2019-06-25	1-75269-0	MENEES SHERI K		996	200	1196
2018	2019-06-26	1-72640-0	GUIDRY PATRICK		0	0	0
2018	2019-06-26	1-66201-400	THOMAS CINDY	LATE FLAG CHANGE	2980	-2980	0
2018	2019-06-27	1-74024-0	WEAVER JOYCE D & TOMMY D		3010	-200	2810

MoDOT MONTHLY UPDATE

Beth Schaller, MoDOT Area Engineer, presented the MoDOT Monthly Update to the Commission.

CAFO DISCUSSION

The following Citizens were present for a discussion on Concentrated Animal Feeding Operation (CAFO).

Pat Campbell, from Branson, Missouri.

Tom Aley, Hydro-geologist from Protem, Missouri.

Sheila Wyatt, Commissioner, joined via tele-conference at 9:31 A.M.

Luke Barnett, Agronomy and Feed Mill Manager, Assistant Dairy Manager, at College of the Ozarks.

Brenda Persinger, from Cedar Creek.

John Dees, Farm Owner of Powersite, Missouri.

Missi Hesketh, from Forsyth, Missouri.

Maury Tavern

Bill Morris

RECESS: 10:18 A.M.

RECONVENNE: 10:34 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield and Commissioner Williams.

Also present: Devin Huff, Road and Bridge Administrator, Tim Church, Tri-Lakes News Reporter, Jason Sivils, Great River Engineering, Spencer Jones, Great River Engineering Principal/Engineer, and Kim Lovelace, Deputy Clerk.

Discussion ensued regarding the Taney County Expressway. Scheduling an August 8th 2019 meeting for the public to introduce the Expressway.

Devin Huff, Spencer Jones, and Jason Sivils left the meeting at 10:48 a.m.

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

Shanna Tilley, Administrative Assistant, Kim Lovelace, Deputy Clerk, Tim Church, Tri-Lakes News Reporter, and Marc Rys, IS Administrator, were present for the meeting.

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

Nikki Lawrence, Legal Assistant, entered the meeting at 10:52 a.m.

Nikki Lawrence, Legal Assistant, left the meeting 10:53 a.m.

ADJOURNMENT

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

ADJOURN

10:59 A.M.

The Minutes were taken and typed by Kim Lovelace, Deputy Clerk.