

**OFFICIAL
COMMISSION MINUTES
DECEMBER 2, 2019 – 15TH DAY OF
THE OCTOBER ADJOURN TERM**

*Commissioner Williams sworn in as temporary Presiding Commissioner by Donna Neeley,
County Clerk.*

FORMAL AGENDA

The County Commission met in the Commission Conference Room with Mike Scofield (absent), Brandon Williams (present), and Sheila Wyatt (present).

CALL COUNTY COMMISSION MEETING TO ORDER

Temporary Presiding Commissioner Brandon Williams called the meeting to order at 9:02 a.m.

COMMISSION REMARKS

None

APPROVE ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #457213 through Checks #457238 and Warrant #7317 and no Journal Entries. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes from November 25, and November 26, 2019. Temporary Presiding Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Minutes from November 25, 2019.

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

INTERGOVERNMENTAL AGREEMENT BY THE COUNTY AND WITH THE CITY OF FORSYTH FOR 911 DISPATCH SERVICES 2020 (19-139CM)

Commissioner Wyatt moved to approve the Intergovernmental Agreement by Taney County and the City of Forsyth for 911 Dispatch Services. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

INTERGOVERNMENTAL AGREEMENT BY THE COUNTY OF TANEY AND THE CITY OF FORSYTH FOR
911 DISPATCH SERVICES

Whereas, the City of Forsyth (hereafter 'City') is a municipality and the County of Taney (hereafter 'County') is a political subdivision of the State of Missouri and are authorized to enter into an agreement to provide common police and fire services pursuant to Missouri Constitution, Article 6, RSMo 70.220 and RSMo 70.815; and

Whereas, City and County each, for and in consideration of the promises herein made by the other, hereby agree:

1. The term of this agreement shall be for 12 months from the date it is fully executed.
2. No modifications of the terms of this agreement shall be valid until placed in writing and authorized by a majority of the governing body of each of the parties hereto.
3. The 'whereas' paragraphs above are incorporated herein.
4. The City shall hire, and at all times be the sole employer of, a 911 Communications Officer (hereafter Communications Officer).
5. The City shall maintain liability and workers compensation insurance covering the Communications Officer, as required by law.
6. The City shall select the Communications Officer pursuant to its normal procedures. The City shall not employ the Communications Officer until the Sheriff of County approves the individual selected.
7. The City shall pay all costs and expenses incurred to train and qualify the Communications Officer, unless this agreement to do so has been modified by prior agreement of the parties.
8. The pay and benefits to be provided the Communications Officer shall be set by the City and all pay and benefits shall be the sole responsibility of the City.
9. The work schedule for the Communications Officer shall be set by the Sheriff of County in his sole discretion. Time off from work, as authorized by the Communication Officer's employment agreement with the City, shall be scheduled by the Sheriff of County in his sole discretion.
10. The Communications Officer shall be required to follow all policies and procedures of the City and the Sheriff of County, and in the event conflicts arise, these will be resolved by the Mayor of the City, or his designee, and the Sheriff of County, with the results to be put in writing and signed by both.
11. City agrees that the individual employed as Communications Officer described in this Agreement must be and remain reasonably acceptable to Sheriff of County. The Communications Officer shall be subject to the direction of Sheriff, as well as policies and procedures of the City and Sheriff, as more fully described in paragraph 10. Sheriff

AGREEMENT FOR HVAC UNIT (#19-135RB)

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Agreement for HVAC Unit between Snowden's Heating and Air Conditioning, LLC and Taney County. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

AGREEMENT

for

HVAC UNIT (Road & Bridge Carpenter's Shop)

THIS AGREEMENT dated the 2nd day of December 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Snowden's Heating & Air Conditioning, LLC. 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 shall include the Proposal 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. County agrees to purchase, and Contractor agrees to sell labor, materials, and equipment for a 3-ton Heat Pump (AC & Heater Unit) with accessories and services as described in the Contract Documents for the Taney County Road & Bridge Department – Carpenter's Shop in Hilda, Missouri for the price not to exceed \$4200.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties as listed within the attached Contract Documents. 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 Proposal.

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.

AGREEMENT FOR GENERATOR (#19-133RB)

Devin Huff, Road and Bridge Administrator, was present.

Commissioner Wyatt moved to approve Agreement for Generator purchase from Missouri State Agency for Surplus Property and Taney County. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

AGREEMENT

for
GENERATOR (Road & Bridge)

THIS AGREEMENT dated the 2nd day of December, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County"), and the Missouri State Agency for Surplus Property (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 shall include the documents attached to this Agreement. 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. County agrees to purchase and Contractor agrees to sell to County a generator, and the contract price shall not exceed \$5000.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable, or available, warranties. This agreement may only be extended by the order of the County Commission subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor.

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.

FILL DIRT AGREEMENT – ARTHUR FITZPATRICK

Devin Huff, Road and Bridge Administrator, was present.

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

11-25-19
Date:

BOARD APPOINTMENT – BOARD EQUALIZATION

Commissioner Wyatt moved to Appoint Jeff Reynolds for the term January 1, 2020 through December 31, 2022 per statue 138.085. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

BOARD APPOINTMENT – TANEY COUNTY REGIONAL SEWER BOARD

Brad Allbritton, Sewer District Administrator, was present.

Commissioner Wyatt moved to Appoint Doug Faubion to the Taney County Sewer Board with his term beginning January 1, 2020 and ending on December 31, 2024. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

COURT ORDERS

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

Commissioner Wyatt moved to approve Exhibit "A" (#205867 and #205868) dated December 2, 2019. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

ERRONEOUS ASSESSMENT																
Exhibit:	Date: <u>2 Dec 2019</u>															
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205867	2019	0000-00-00	2019-11-22	18-6-B-14-004-007-034.000	BULLOCK LORI	ERRONEOUS ASSESSMENT	5510	-1900	0	0	0	0	PER TAXPAYER, HER PROPERTY WAS HIGHER THAN HER NEIGHBORS, LAND VALUE WAS INCORRECTLY ENTERED WHEN ASSESSING	X		
205868	2019	0000-00-00	2019-11-22	18-1-0-01-003-004-003.302	RUDA DANIEL C REVOCABLE TRUST	ERRONEOUS ASSESSMENT	31500	-11020	0	0	0	0		X		

Commissioner Wyatt moved to approve Exhibit “B” (#205869) dated December 2, 2019. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

OCCUPANCY																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205869	2019	0000-00-00	2019-11-26	03-8.0-27-003-007-007.000	MITCHELL GENE & THERESA	OCCUPANCY	1040	-1870	0	0	0	0		X		

Commissioner Wyatt moved to approve Exhibit “C” (#205866) dated December 2, 2019. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

RE PAID ABATEMENTS																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205866	2019	0000-00-00	2019-11-21	16-9.0-30-000-000-003.002	JOHNSON BRIAN & TAMMY L	ERRONEOUS ASSESSMENT	34510	34510	10	-140	0	0		X		

Commissioner Wyatt moved to approve Exhibit “D” (#300312) dated December 2, 2019. Temporary Presiding Commissioner Williams seconded the motion. The motion passed by vote: Scofield (absent), Williams (aye) and Wyatt (aye).

PP PAID ABATEMENTS														
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled			
300312	2018	PENDING	2019-11-22	1-10139-900	NAIOTI STEPHEN B & VICKI J	DID NOT OWN 2016 FORD F150	500	-8880	X					

RECESS: 9:25 A.M.

RECONVENE: 9:32 A.M.

BUDGET DISCUSSIONS

David Clark, Auditor, was present for discussion.

RECESS: 10:54 A.M.

RECONVENE: 12:28 P.M.

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Temporary Presiding Commissioner Williams, and Commissioner Wyatt.

Also present: Shanna Tilley, Administrative Assistant, and Donna Neeley, County Clerk and David Clark, Auditor.

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

ADJOURNMENT

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

ADJOURN: 12:50

The Minutes were taken by Donna Neeley, County Clerk and Kim Lovelace, Deputy Clerk. Typed by Kim Lovelace.