

**OFFICIAL
COMMISSION MINUTES
JULY 26TH, 2021 – 5th DAY OF
THE JULY ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #464206 through Check #464272, no Warrants, and no Journal Entries/Transfers. Commissioner Williams 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 and Executive Session Minutes for July 19, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

INTERGOVERNMENTAL DISPATCH AGREEMENT WITH WESTERN TANEY COUNTY FPD 2021 #21-085S

Brad Daniels, Sheriff, and Chris Berndt, Emergency Management Director/Fire Chief, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Intergovernmental Dispatch Agreement by and between Taney County and the Western Taney County Fire District. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

INTERGOVERNMENTAL DISPATCH AGREEMENT

This Agreement, dated the 1st day of August, 2021, 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, 2023. 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.

FILL DIRT AGREEMENT – DARLENE & MICKEY ROBERTS

Devin Huff, Road & Bridge Administrator, was present.

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

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FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Darlene & Mickey Roberts (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 Road & Bridge Assistant Administrator only.

Devin Huff
~~Devin Huff~~, Taney County Highway Administrator
Devin Huff

7-21-2021
Date:

FILL DIRT AGREEMENT – TONY GREEN

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Tony and Stacey Green. 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 Tony & Stacey Green (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

7-21-2021
Date:

RECESS: 9:11 A.M.

EXECUTIVE SESSION 9:24 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)
(Taney County Commission Hearing Room)

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

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

END OF EXECUTIVE SESSION 9:40 A.M.

RECONVENE 9:46 A.M.

BUDGET DISCUSSION

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Brad Daniels, Sheriff, and Kim Lovelace, Deputy Clerk.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Administrative Assistant, and Kim Lovelace, Deputy Clerk.

The commission met with their staff to review the day's business and go over the 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 10:41 A.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.

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