

**OFFICIAL  
COMMISSION MINUTES  
OCTOBER 1<sup>ST</sup>, 2018 1<sup>ST</sup> DAY OF  
THE OCTOBER ADJOURN TERM**

**PRELIMINARY STUDY**

The County Commission met in the Commission Conference Room at 8:33 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

**RECESS**  
8:40 a.m.

**RECONVENE**  
9:00 a.m.

**PUBLIC COMMENT**  
None.

**CALL TO ORDER**  
Presiding Commissioner Scofield called the Commission meeting to order at 9:01 a.m.

*Commissioner Williams entered the meeting at 9:02 a.m.*

**FORMAL AGENDA**

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

**COMMISSION REMARKS**  
None.

**APPROVE ACCOUNTS PAYABLE**  
Commissioner Wyatt moved to approve Accounts Payable Checks #451704 thru #451773, no Warrants, and no Journal Entries. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PAYROLL**  
Commissioner Wyatt moved to approve Payroll. 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 dated September 24, 2018 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PERSONAL PROPERTY ADD-ON REPORT FOR AUGUST 2018**  
Chuck Pennel, Taney County Assessor, and Wesley Shoemaker, Chief Deputy Clerk, came before the Commission to present the Personal Property Add-On Report for August 2018.

Commissioner Williams moved to accept and enter into record the Personal Property Add-On Report for August 2018 as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**COURT ORDERS**  
Mr. Pennel and Mr. Shoemaker remained before the Commission to present Court Orders.

\*Personal Property Paid Abatements (Refunds) #300252-254

Commissioner Williams moved to approve Exhibit A dated October 1, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**SALT USE AGREEMENT #18-109RB – MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION**

Commissioner Williams moved to approve the agreement by and between Taney County and Missouri Highways and Transportation Commission, known as the Salt Use Agreement. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 18-109RB

**SALT USE AGREEMENT**

THIS SALT USE AGREEMENT made and entered into this 1st day of October, 2018, by and between the COUNTY OF TANEY, MISSOURI, a mutual corporation, hereinafter referred to as "the County", and the Missouri Highways and Transportation Commission, hereinafter referred to as "MHTC".

**WITNESSETH:**

1. **Use of Premises by MHTC.** MHTC shall have the right to enter upon the county lot located at 195 Gilbert Lane, Kissee Mills, Missouri, 65680 to obtain County-owned salt and/or fuel for the treatment of its roads and highways. MHTC will pay for or replenish any such salt and/or fuel obtained. MHTC shall pay the current off-peak price per ton for any salt not replaced within 90 days of usage and the current price per gallon for any fuel not replaced within 90 days of usage. Usage of salt and/or fuel shall be tracked in a manner acceptable to the County.

2. MHTC shall enter the premises only to remove and replace salt and/or fuel. If any County equipment or property is damaged as a result of MHTC's use of the property MHTC will repair or replace the property as necessary.

3. MHTC maintains Worker's Compensation insurance or coverage for its employees and in case of injury to an MHTC employee while on the County's lot, MHTC will be responsible for that employee's medical care.

4. **Notices.** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to be duly given if delivered or deposited in the U.S. Mail, First Class Postage prepaid, Certified, Return Receipt Requested, to the County as follows:

Name: Mike Scofield  
Title: Taney County Presiding Commissioner  
Address: P.O. Box 1026  
City/State: Forsyth, Missouri 65653

And to the MHTC as follows:

Missouri Department of Transportation  
Tim Bundgard  
Maintenance Superintendent  
3025 E. Kearney Street  
Springfield, MO 65803

Each party may, from time-to-time, designate a different address by notice given in conformity with this paragraph. The date of mailing as indicated on the U.S. Postal Return Receipt shall be the commencement date for calculating any time periods associated with the giving of notice hereunder.

5. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

6. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

7. Entire Agreement. This instrument embodies the whole agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties.

8. Governing Law. It is mutually understood and agreed that this Agreement shall be in accordance with the Statutes of the State of Missouri.

9. Heirs, Successors and Assigns. Each and every obligation contained in this Agreement shall be jointly and severally binding upon the respective parties, their heirs, legal representatives, successors and assigns.

10. No Implied Waivers. The right of any party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other party under such provision or any other provision of this Agreement, nor shall the waiver by any party of a breach of any provision constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the parties to this agreement.

11. Cancellation or Termination. This Agreement shall govern all transactions between the parties until cancelled or terminated by the County or MHTC. It is agreed that the County and MHTC shall have the right to cancel or terminate this Agreement at any time by giving one hundred eighty (180) days written notice by certified mail, or by personal delivery, to the County or MHTC. This contract will expire on August 31, 2020.

12. Contingent on County Commission Approval. This Agreement is contingent on the approval of the Taney County Commission.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in duplicate as of the day and year first written above.

TANEY COUNTY COMMISSION

By: Mike Scofield

Title: Mike Scofield, Presiding Commissioner

ATTEST:

Deanna Feeley  
County Clerk

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_

Title: Travis Koestner, Southwest District Engineer

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

MEMORIALIZATION OF TERMS OF APPOINTMENT OF INSURANCE AGENT OF RECORD #18-113HR

-HEALTH

Commissioner Wyatt moved to approve the Memorialization of Terms of Appointment of Insurance agreement for health between Taney County and Ollis & Co., DBA, known as Ollis, Akers, and Arney. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Memorialization of Terms of Appointment of Insurance Agent of Record 2018 - Health (File No. 18-113HR)

No. 18-113HR

MEMORIALIZATION OF TERMS OF APPOINTMENT OF INSURANCE AGENT OF RECORD - 2018 (Health)

This Memorialization dated the 1st day of October, 2018, is made by and between Taney County, Missouri (hereafter "County") and Ollis and Company DBA Ollis/Akers/Arney (hereafter "Agent").

WHEREAS, County issued Request For Qualifications # 201807 - 414 ("RFQ") soliciting statements of qualifications from professional insurance brokers seeking appointment as the agent of record for County for health insurance; and

WHEREAS, Agent responded to the Request For Qualifications and was selected by the Taney County Commission on September 10, 2018 to serve as the agent of record for County; and

WHEREAS, County and Agent desire to memorialize the terms of service by Agent.

NOW, THEREFORE, in consideration of the mutual premises and obligations set forth herein, the County and Agent agree as follows:

- 1. Term. The initial term of this agreement shall be for a period of one (1) year from October 1, 2018, to September 30, 2019. The County, in its sole and absolute discretion, may renew this agreement for two (2) additional one (1) year terms by providing written notice of renewal to Agent at least ten (10) days prior to expiration of the then current term.
2. Representations of Agent. Agent represents and warrants that it is a licensed Missouri insurance producer.
3. Scope of Services. Agent agrees to serve as agent of record on behalf of County in the evaluation, selection, and procurement of policies of health insurance; providing usual and customary services, information and assistance with respect to policies of health insurance; as well as those services identified in section 3 of the RFQ.
4. Expiration or Termination of Memorialization. Upon expiration or termination of this agreement, or at any time upon request by County, Agent shall supply all information regarding County insurance or County insureds', including employees of County, to any entity designated by County. Agent understands that failure to supply information as requested by County will damage County and County employees and acknowledges its duty to promptly supply all information requested.
5. No Financial Obligation: Compensation. Nothing contained in this agreement is intended, or should be construed, as creating any financial obligation of or by County to Agent, it being understood that any compensation for services by Agent is to be in the form of commissions to be paid by third parties and not County or County employees. Further, the appointment of Agent shall not impair the right of any other agent of record for County with respect to commissions or compensation earned by, or due to, other agents of record.

6. Contract Documents. The contract documents to this agreement shall include County's Request for Qualifications # 201807-414, Agent's response, and any applicable addenda, all of which have attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). This Memorialization shall be subject to the requirements, terms, and conditions set forth in the Contract Documents. In the event of a conflict between any of the foregoing Contract Documents and this Memorialization, the terms and conditions of this Memorialization shall prevail and control.

7. 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.

8. 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 by the parties with the same formality as this agreement.

9. 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.

10. Governing Law: Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Memorialization on the date set forth below.

Ollis and Company  
d/b/a Ollis/Akers/Arney

Taney County Missouri  
By: Taney County Commission

\_\_\_\_\_  
Signature

Mike Scofield  
Mike Scofield, Presiding Commissioner

\_\_\_\_\_  
Authorized Person (Print)

10/01/18  
Date

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

Donna Neeley  
Donna Neeley, County Clerk

**-PROPERTY & LIABILITY**

Commissioner Williams moved to approve Memorialization of Terms of Appointment of Insurance Agent of Record for Property and Liability by and between Connell Insurance and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**Memorialization  
of  
Terms of Appointment  
of Insurance  
Agent of Record 2018  
– Property & Liability  
  
(File No. 18-113HR)**

No. 18-113HR

**MEMORIALIZATION OF TERMS OF APPOINTMENT OF INSURANCE  
AGENT OF RECORD – 2018 (Property and Liability)**

This Memorialization dated the \_\_\_ day of October, 2018, is made by and between Taney County, Missouri (hereafter "County") and Connell Insurance (hereafter "Agent").

**WHEREAS**, County issued Request For Qualifications # 201807 – 414 ("RFQ") soliciting statements of qualifications from professional insurance brokers seeking appointment as the agent of record for County for property and liability insurance; and

**WHEREAS**, Agent responded to the Request For Qualifications and was selected by the Taney County Commission on September 10, 2018 to serve as the agent of record for County; and

**WHEREAS**, County and Agent desire to memorialize the terms of service by Agent.

**NOW, THEREFORE**, in consideration of the mutual premises and obligations set forth herein, the County and Agent agree as follows:

1. **Term.** The initial term of this agreement shall be for a period of one (1) year from October 1, 2018, to September 30, 2019. The County, in its sole and absolute discretion, may renew this agreement for two (2) additional one (1) year terms by providing written notice of renewal to Agent at least ten (10) days prior to expiration of the then current term.

2. **Representations of Agent.** Agent represents and warrants that it is a licensed Missouri insurance producer.

3. **Scope of Services.** Agent agrees to serve as agent of record on behalf of County in the evaluation, selection, and procurement of policies of property and liability insurance; providing usual and customary services, information and assistance with respect to policies of property and liability; as well as those services identified in section 3 of the RFQ.

4. **Expiration or Termination of Memorialization.** Upon expiration or termination of this agreement, or at any time upon request by County, Agent shall supply all information regarding County insurance or County insureds', including employees of County, to any entity designated by County. Agent understands that failure to supply information as requested by County will damage County and County employees and acknowledges its duty to promptly supply all information requested.

5. **No Financial Obligation: Compensation.** Nothing contained in this agreement is intended, or should be construed, as creating any financial obligation of or by County to Agent, it being understood that any compensation for services by Agent is to be in the form of commissions to be paid by third parties and not County or County employees. Further, the appointment of Agent shall not impair the right of any other agent of record for County with respect to commissions or compensation earned by, or due to, other agents of record.

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- 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.

10. Governing Law: Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed this Memorialization on the date set forth below.

Connell Insurance

Taney County Missouri  
By: Taney County Commission

\_\_\_\_\_  
Signature

Mike Scofield  
Mike Scofield, Presiding Commissioner

\_\_\_\_\_  
Authorized Person (Print)

10/01/18  
Date

\_\_\_\_\_  
Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address:

Donna Neeley  
Donna Neeley, County Clerk

**RECESS**

**9:17 a.m.**

**RECONVENE**

**9:45 a.m.**

**DAILY STAFF REVIEW AND AGENDA REQUEST**

Present: Presiding Commissioner Scofield, Commissioner Wyatt, Commissioner Williams, and Shanna Tilley

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

**ADJOURNMENT**

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

**ADJOURN**

**10:28 a.m.**

*The Minutes were taken and typed by Deputy Clerk Ally Clemans.*