

**OFFICIAL
COMMISSION MINUTES
JULY 16th, 2018 3rd DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:35 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

RECESS
8:49 a.m.

RECONVENE
9:02 a.m.

PUBLIC COMMENT
None.

CALL TO ORDER
Presiding Commissioner Scofield called the Commission meeting to order at 9:03 a.m.

FORMAL AGENDA

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

COMMISSION REMARKS
Coon Creek Road remains closed due to construction of the bridge, the deadline for completion is November 15, 2018.

APPROVE ACCOUNTS PAYABLE
Commissioner Wyatt moved to approve Check #450572 thru #450600 and Check #450602 thru #450668, Warrants #7024 thru #7025, one Journal Entry, and note there is a voided check #450621. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).


APPROVAL OF PREVIOUS MEETING MINUTES
Commissioner Wyatt moved to approve Previous Regular Session Minutes dated July 9th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes dated July 9th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

TANEY COUNTY TREASURER SEMI-ANNUAL REPORT
Melanie Smith Taney County Treasurer presented the Semi-Annual Report per Statute 54.150.

9:08 a.m. Commissioner Williams entered the meeting

Commissioner Wyatt moved to enter into record the Treasurers Semi-Annual Settlement and Investment Report. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye).


 County of **TANEY** State of Missouri
 MELANIE SMITH
 TANEY COUNTY TREASURER
 P.O. BOX 376 • FOSTYRTE, MO 65653
 Office: (417) 546-7907 • Fax: (417) 546-6213
 Email: melanies@co.taney.mo.us

**SEMI-ANNUAL SETTLEMENT
AND INVESTMENT REPORT**

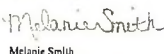
AS OF JUNE 30, 2018

| | |
|------------------------------|-------------------------|
| Total Budget Funds | \$ 38,375,396.43 |
| Total Treasurer's Funds | \$ 1,208,821.89 |
| Grand Total All Funds | \$ 39,584,218.32 |

The attached report illustrates detailed fund balances, with the far right hand column, (Year to Date) providing the breakdown of each fund. Beginning with balances as of January 1, 2018, revenues, expenditures and ending balances per fund as of June 30, 2018. This report is per RSMO 54.150 regarding the semi-annual settlement delivered to the Taney County Commission. The next report lists the financial institutions that hold Taney County's Certificates of Deposit and U.S. Agencies.

Investments and breakdown of cash on hand by the County Treasurer's Office as of June 30, 2018, are as follows:

| | |
|--------------------------|-------------------------|
| Cash in Cash Account | \$ 5,908,571.63 |
| Certificates of Deposit | \$ 31,428,135.85 |
| U. S. Agency Investments | \$ 247,510.80 |
| Total All Cash | \$ 39,584,218.32 |


 Melanie Smith
 Taney County Treasurer

AGREEMENT FOR DE-ICING MATERIALS (ROCK SALT) – CENTRAL SALT, LLC #18-087RB

Commissioner Williams moved to approve the agreement by and between Central Salt, LLC and Taney County for De-Icing with rock salt. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

AGREEMENT
for
DE-ICING MATERIALS (Rock Salt)

THIS AGREEMENT dated the _____ day of _____, 2018, is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Central Salt, LLC, of Lyons, Kansas 67554, (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

- Contract Documents.** The contract documents to this Agreement for the purchase of De-icing Materials / Rock Salt for various Taney County facilities ("Product") shall include the Contractor's bid response to County's Request For Bid #201805-409 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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.
- Contract Price.** Product provided under this Agreement shall not exceed the price as quoted in the attached bid response table of \$80.37 per ton, with a delivery time not to exceed 2-4 days. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.
- Contract Duration.** This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional one (1) year period by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.
- Billing and Payment.** All billing shall be invoiced with specific department information and include bid reference #201805-409 for tracking. 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.
- 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.
- 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.

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18-087RB-001 De-icing Materials
Taney County, Missouri

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:

- Due to material breach of any term or condition of this Agreement, or
- 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
- If appropriations are not made available and budgeted for any calendar year.

8. 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 hereby execute this Agreement.

Taney County Missouri
By: Taney County Commission

"Contractor" Central Salt, LLC.

Authorized Person (PRINT) Mike Scofield, Presiding Commissioner

Title 7/16/18 Date

Signature Donna Neesley Attest: Donna Neesley
Date 7-17-18 Appropriation Account

AUDITOR CERTIFICATION
In accordance with SO 560 RSMO, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable County obligation at this time.)

Signature Bill C. Scofield Date 7-17-18 Appropriation Account

GRANT OF PERMANENT & PERPETUAL EASEMENT AND RIGHT OF WAY FOR PUBLIC PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Mill Creek Subdivision
Presented by Devon Huff Taney County Road & Bridge Administrator

Commissioner Wyatt moved to approve the Grant of Permanent & Perpetual Easement and Right of Way for Public Purposes and Temporary Construction Easement for Construction of Public Road Improvements between SMBZ, LLC and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

NOTICE OF RENEWAL – MAILING SERVICES #18-092C

Commissioner Williams moved to approve the Notice of Renewal between Ozark Mailing Services and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

NOTICE OF RENEWAL

To: Ozark Mailing Services, Eric Bartlesmeyer, Authorized Representative, 2804 N. Oak Grove Avenue, Springfield, Missouri, 65803

Notice is given that the County of Taney, Missouri hereby renews its agreement with Ozark Mailing Services, for mailing services, commencing July 19, 2018, for a period of (1) one year, which will expire on July 19, 2019. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 7/16/18

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above Notice of Renewal.

By: *Donna Neeley*
Donna Neeley, County Clerk

Date: _____

Certification of Accounting Officer pursuant to Section 56.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: *Rick Findley*
Rick Findley, Taney County Auditor

Date: 7/17/18

AGREEMENT FOR BALLOT SCANNER – HENRY M ADKINS & SONS, INC #18-090CC

Commissioner Williams moved to approve agreement between Henry M Adkins & Sons, Inc and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

AGREEMENT
No. 18-090CC

for
BALLOT SCANNER, and Applicable Software

THIS AGREEMENT dated the _____ day of _____ 201, is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Henry M. Adkins & Son, Inc. of Clinton, Missouri (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 for the purchase of a Ballot Scanner, and Applicable Software ("Product"), shall include the Contractor's bid response to County's Request For Bid # 201805-410 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product 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.** Product provided under this Agreement shall not exceed the price as quoted in attached bid response of: \$8,850.00. Price as quoted includes delivery, training, installation / set-up. If certain unusual circumstances occur specific to Product availability, the County may consider all other available options.

3. **Contract Duration.** This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. **Billing and Payment.** All billing shall be invoiced with specific department information and include bid reference #201805-410 for tracking. Billings and invoices may only include the prices provided for in 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 delivery of products is delayed or products delivered are not in conformity with specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.

8. **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 hereby execute this Agreement.

*Contractor: Henry M. Adkins & Son, Inc. Taney County Missouri
By: _____
Authorized Person (PRINT) By: *Mike Scofield*
Title Mike Scofield, Presiding Commissioner
Signature 7/16/18 Date
Date _____
Attest: *Donna Neeley*
Donna Neeley, County Clerk

Address: Henry M. Adkins & Son, Inc.
331 Independence Ave.
Clinton, Missouri 64735

AUDITOR CERTIFICATION
In accordance with 56.660 RSMo, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of the contract do not create a measurable county obligation at this time.)

Rick Findley 7/16/18
Signature Date Appropriation Account

DISCUSSION OF DUSK TO DAWN LIGHTING AT K-DOCK PARK

Presented by Devon Huff Taney County Road & Bridge Administrator

Commissioner Wyatt moved to approve agreement between White River Electric and Taney County for the Dusk to Dawn lighting at K-Dock. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND SUBAWARD GRANT FOR 2019

Presented by Jimmie Russell, Taney County Sheriff.

Commissioner Williams moved to approve and allow the Presiding Commissioner Scofield to sign the Deputy Sheriff's Salary Supplementation Fund Sub award. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

INSURANCE CONTRACTS / NEW RFQ RELEASES

Presented by Ron Erickson, Taney County Purchasing Agent, and Ruth Denham, Taney County Human Resources.

Presiding Commissioner Scofield and Commissioner Wyatt agreed that Taney County could go ahead with the New RFQ Releases.

DISCUSSION OF LIBERTY UTILITIES RELICENSING PROCESS

Commissioner Williams suggested that the information for the Liberty Utilities Relicensing Process should be turned over to Taney County Attorney, Travis Elliott for review.

9:50 a.m. Commissioner Wyatt left the meeting

APPROVAL OF CHECK #450602

Commissioner Williams moved to approve Check #450602. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (absent)

9:51 a.m. Commissioner Wyatt entered the meeting

COURT ORDERS

Presented by Wesley Shoemaker, Taney County Chief Deputy Clerk

Commissioner Williams moved to approve Court Order Personal Property Paid Abatement #300251 - Exhibit A. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

| PP PAID ABATEMENTS | | | | | | | | | | | |
|---------------------------|--------|---------|------------|--------------|---------------|---|--------|--------|-------------------------------------|-------------|--|
| Date: <u>16 July 2018</u> | | | | | | Exhibit: <u>A</u> | | | | | |
| AbtNumber | AbYear | Status | Date | Account | Name | Reason | EndVal | AdjVal | Approved | Disapproved | |
| 300251 | 2017 | PENDING | 2018-07-10 | 1-102263-900 | DAIMLER TRUST | LEASE CO INCORRECTLY ASSD, SEE ATTACHED DOC | 0 | -8430 | <input checked="" type="checkbox"/> | | |

Commissioner Williams moved to approve Court Order Real Estate Abatement #20374 – Exhibit B. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (aye)

| CLERICAL ERROR | | | | | | | | | | | | | | | |
|---------------------------|--------|------------|------------|---------------------------|-------------------------|-------------------|--------|--------|--------|--------|--------|--------|-------|-------------------------------------|-------------|
| Date: <u>16 July 2018</u> | | | | | | Exhibit: <u>B</u> | | | | | | | | | |
| AbtNumber | AbYear | Stg/Dnt | AbDate | Fmcd | Name | Reason | EndRst | AdjRst | EndSts | AdjSts | EndCom | AdjCom | Notes | Approved | Disapproved |
| 203741 | 2017 | 0000-00-00 | 2018-07-12 | 08-4-0-20-000-000-094-000 | D/P COMBINE WITH 92.000 | CLERICAL ERROR | 0 | -890 | 0 | 0 | 0 | 0 | 0 | <input checked="" type="checkbox"/> | |

9:53 a.m. Commissioner Wyatt left the meeting

APPROVE CHECK #450601

Commissioner Williams moved to approve Check #450601. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), Wyatt (absent).

9:54 a.m. Commissioner Wyatt entered the meeting

LETTER OF APPOINTMENT TO TOURISM COMMUNITY ENHANCEMENT DISTRICT FROM JUNE 25, 2018

Commissioner Williams moved to have letter drafted and signed by Presiding Commissioner Scofield stating that Mr. Chris Myer has been appointed the Board of Tourism Community Enhancement District Board, and then send to the Tourism Board. Commissioner Wyatt seconded the motion for discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS

9:57 a.m.

RECONVENE

10:13 a.m.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield; Commissioner Wyatt; Commissioner Williams; Mike Beaty, Great River Bridge Team Coordinator; Melanie Smith, Taney County Treasurer; Devin Huff, Taney County Road & Bridge Administrator; Denzil Brown; and Donna Neeley, Taney County Clerk.

Commissioner Wyatt motioned to appoint Shannon Shank, Great River Civil Engineer as the Authorized Organization Representative for Great River Build Grant and Melanie Smith Taney County Treasurer as the Authorized Organization Representative for Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt motioned to commit 30% for the Taney County Expressway not to exceed \$7,950,000 in kind and cash contribution. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

11:20 a.m. Road and Bridge left the meeting. Mike Beaty left the meeting.

RECESS

11:20 a.m.

RECONVENE

11:55 a.m.

EXECUTIVE SESSION

11:55 a.m.

EXECUTIVE SESSION PER SECTION 610.021.1.3 (LEGAL & PERSONNEL)

Taney County Commission Conference Room

See Executive Session Minutes for motions made or votes taken.

END OF EXECUTIVE SESSION

12:16 p.m.

RECESS

12:17 p.m.

RECONVENE

2:50 p.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 Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN

3:17 p.m.

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

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