

**OFFICIAL
COMMISSION MINUTES
MARCH 4TH, 2019 10TH DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

Prayer and Pledge

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the Commission meeting to order at 9:02 a.m.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve checks #453713-453796, Warrant #7156, two Journal Entries. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular meeting minutes for February 25, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Regular meeting minutes for February 27, 2019 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PAYROLL

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

PENALTIES & INTEREST – LISA BUTTON – PARCEL NUMBERS:

#08-5.0-22-000-000-003.000

#08-5.0-22-000-000-002.000

#08-5.0-15-000-000-034.001

Mona Cope, Collector was present.

Mona Cope cited RSMo 52.240

Commissioner Wyatt moved to deny the request to waive the 2018 penalties and interest on the parcels noted by the Collector. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

DONATION AGREEMENT – CITY OF MERRIAM WOODS #17-123S

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

Commissioner Williams moved to approve agreement by and between Taney County and City of Merriam Woods file #17-123S. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 17-123S

DONATION AGREEMENT

THIS AGREEMENT (“Agreement”) made and entered into this 5th day of Feb 2019, by and between the City of Merriam Woods, a city of the fourth classification (hereinafter “City”), and the County of Taney, a county of the first classification (hereinafter “County”).

WHEREAS, County desires to donate to City certain personal property, as described in Exhibit A (the “Property”), which is attached hereto and incorporated herein by reference; and

WHEREAS, City desires to accept said Property from County; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Donation. County does give, grant and transfer to City, and the City accepts, the Property described in Exhibit A.

2. Title. County represents and warrants that it is the lawful owner of title to the Property, or is the representative of the lawful owner, and is empowered to enter into this Agreement. County makes no warranty regarding the Property and specifically disclaims any and all warranties, express and implied, including the implied warranties of fitness for a particular purpose and merchantability.

3. Execution and Delivery. The City and County agree that upon execution of this Agreement, and delivery of the Property from County to City, the Property shall become the property of the City, and the use, maintenance, and disposition of the Property shall be the sole discretion and responsibility of the City. The City represents and warrants that it is lawfully entitled to own and possess the Property and agrees that it shall be responsible for the Property upon execution of this Agreement and delivery of the Property to City and shall utilize the Property exclusively for law enforcement purposes; provided, however, that City shall have the right to lawfully sell, transfer ownership, or otherwise dispose of the Property.

4. Additional Documents. The parties agree to execute such further documents as each party may reasonably require in order to carry out the purpose and intent of this Agreement, including a bill of sale.

5. Amendments. No amendment, modification or termination of this Agreement shall be binding on any party unless it is in writing and is signed by the party to be charged.

6. Binding Effect. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective agents, employees, officers, and officials.

7. Governing Law. This Agreement shall be governed by the laws of the state of Missouri.

AXON’S SALES TERMS & CONDITIONS – TASERS #19-014S

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

Commissioner Williams moved to approve agreement by and between Taney County and Axon’s Sales, Inc. file #19-014S. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT

for
Tasers and Related Equipment

THIS AGREEMENT ("Agreement") dated the [14th] day of [March] 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Axon Enterprise, Inc. (hereinafter "Contractor").

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

1. **Contract Documents.** The Contract Documents to this Agreement for Tasers and Related Equipment ("Equipment") shall include the Contractor's Quote, Contractor's Sales Terms and Conditions, which are attached hereto as Exhibit A and incorporated herein by reference ("Contract Documents"). 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.** The County agrees to purchase the Equipment described in the Quote from the Contractor and the Contractor agrees to sell to the County described in this Agreement. The Purchase Price shall not exceed \$65,700, according to the payment schedule set forth in the Quote.

3. **Contract Duration.** This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, or as otherwise provided in this Agreement or the 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 provided by the Contract Documents.

4. **Billing and Payment.** All billing shall be invoiced with specific department information. 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. **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 a 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

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AGREEMENT FOR LAW ENFORCEMENT BALLISTIC SWAT VESTS #19-024S

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

Commissioner Williams moved to approve Agreement by and between Taney County and Southern Uniform & Equipment, LLC file (#19-0024S/corrected to #19-024S). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT

for
LAW ENFORCEMENT BALLISTIC SWAT VESTS (11)

THIS AGREEMENT dated the 14th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Southern Uniform & Equipment, LLC of Carthage, Mo. (hereinafter "Contractor").

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

1. **Contract Documents.** The contract documents to this Agreement to purchase eleven (11) Ballistic SWAT Vests ("Equipment") shall include the quote dated January 23, 2019, pursuant to the cooperative purchasing contract with NASPO Contract #2016-181, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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.** The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed \$28,387.26. 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. 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 Contractor's bid response.

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 RADAR SIGNS #19-013S

Devin Huff, Road & Bridge Administrator was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve agreement for the radar signs with Radar Signs #19-013S. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT for RADAR SPEED SIGNS (6)

No. 19-013S

THIS AGREEMENT dated the 5th day of March, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and RADARSIGN, LLC. of Marietta, Ga. (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 to purchase six (6) Radar Speed Signs ("Equipment") shall include the quotation dated January 4, 2019, pursuant to the Request for Bids for the City of Manchester, Missouri, the bid response, and *Resolution #18-0645*, dated September 17, 2018, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed \$20,430.00. 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. 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 Contractor's Quote response.

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.

ROAD RUNNER SAFETY SERVICES, INC. TERMS & CONDITIONS FOR RENTAL OF TRAFFIC CONTROL DEVICES #19-0022RB

Devin Huff, Road & Bridge Administrator was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve agreement by and between Road Runner Safety Devices and Taney County file (#19-022RB/corrected to #19-0022RB). Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (nay), Williams (nay) and Wyatt (nay).

Tabled for discussion.

AGREEMENT FOR MASSEY FERGUSON TRACTOR #19-025RB

Devin Huff, Road & Bridge Administrator was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney which cited the Sourcewell contract #052417-DMM.

Commissioner Wyatt moved to approve agreement between Massey Ferguson #19-025RB and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT for MASSEY FERGUSON TRACTOR

THIS AGREEMENT dated the 14th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Diamond Mowers, LLC, of Sioux Falls, SD 57104 (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 to purchase a Massey Ferguson Tractor ("Equipment") shall include the quotation dated January 16, 2019, via cooperative purchasing Sourcewell (formerly NJPA) Contract #052417-DMM, which is attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents").

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed \$114,071.00.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties.

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.

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.

APPLICATION FOR EXTENDED REPAIR COVERAGE #19-023RB

Devin Huff, Road & Bridge Administrator was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve Application for Extended Repair Coverage on the John Deere file #19-023RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

JOHN DEERE Application For Extended Repair Coverage For John Deere Construction, Utility, And Forestry Products. Includes sections for 1. APPLICATION GROUP, 2. COVERAGE TYPE & DURATION, and 3. DEALER INFORMATION.

RECESS 9:30 A.M.

RECONVENNE
10:00 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present was Devin Huff, Road and Bridge Administrator, Tim Church, Branson Tri-Lakes News, and Stephanie Spencer, Deputy Clerk.

Discussion ensued.

Devin Huff, left the meeting at 10:43 a.m.

Shanna Tilley entered the meeting at 10:44 a.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

Shanna Tilley, Administrative Assistant and Stephanie Spencer, Deputy Clerk were present.

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

Nikki Lawrence entered the meeting at 10:14 a.m.

Nikki Lawrence left the meeting at 10:18 a.m.

ADJOURNMENT

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

ADJOURN
10:22 A.M.

The Minutes were taken and typed by Stephanie Spencer, Deputy Clerk.