

**OFFICIAL
COMMISSION MINUTES
APRIL 29TH, 2019 6th DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Scofield called the meeting to order at 9:06 a.m.

Prayer and Pledge

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #454540-454601 and Five Journal Entries. Commissioner Williams 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).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session meeting minutes dated April 22, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Session meeting minutes dated April 22, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

COURT ORDERS

Wesley Shoemaker, Chief Deputy Clerk was present.

Exhibit A*

RE PAID ABATEMENTS															
Exhibit: <u>A</u>		Date: <u>29 APRIL 2019</u>													
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
204490	2017	0000-00-00	2019-04-24	17-2.0-09-003-007-002.001	BRANSON BANK	ERRONEOUS ASSESSMENT	1660	-5230	0	0	3480	-6250		<input checked="" type="checkbox"/>	
204491	2018	0000-00-00	2019-04-24	17-2.0-09-003-007-002.001	BRANSON BANK	ERRONEOUS ASSESSMENT	1660	-5230	0	0	3480	-6250		<input checked="" type="checkbox"/>	

Commissioner Wyatt moved to approve Exhibit A (Real Estate Abatements #204490 & #204491) dated April 29, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION FOR COUNTY TAX SALE #201903-428

Mona Cope, Collector and Ron Erickson, Purchasing Director were present.

Discussion ensued.

Commissioner Williams moved to table Bid Recommendation for County Sale Tax to Monday May 6, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION FOR AGGREGATE ROCK #201903-427

Ron Erickson, Purchasing Director and Devin Huff, Road & Bridge Administrator were present.

Discussion ensued.

Commissioner Williams moved to award bid #201903-427 for Aggregate Rock to Table Rock Asphalt Company as “A” supplier, APAC as “B” supplier, Journagan as “C” supplier, and Buchanan as “D” supplier for Category One labeled as Loaded & Scaled by supplier. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to award bid #201903-427 for Aggregate Rock to Journagan for Category Two labeled as Loaded & Scaled by county. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

ROAD RUNNER SAFETY SERVICES, INC TERM & CONDITIONS FOR RENTAL OF TRAFFIC CONTROL DEVICES #19-022RB

Presiding Commissioner Scofield referenced a letter from their attorney Travis Elliott.

Commissioner Williams moved to approve the agreement by and between Road Runner Safety Services, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

<p>ROAD RUNNER SAFETY SERVICES, INC. No. 19-022RB TERMS AND CONDITIONS FOR RENTAL OF TRAFFIC CONTROL DEVICES</p> <p>DEFINITIONS: "Road Runner" means the corporate or branch location of Road Runner Safety Services, Inc. from whom the Customer has rented the Equipment. "Equipment" means any one or more of the traffic control devices identified as such on the front page of this agreement, and shall include any attachments or accessories. "Customer" means the company, contractor, agent, officer or employee thereof.</p> <p>AUTHORITY TO SIGN: Any individual signing this contract represents and warrants that he or she is of legal age and has the authority and power to sign this rental agreement as or for the customer.</p> <p>DISCLAIMER OF WARRANTIES: Road Runner makes no warranties, express or implied, as to the Equipment fitness for any particular purpose. There is no warranty that the equipment is suited for the customer's intended use, or that it is free from defects except as may be specifically set forth in this rental agreement. Road Runner disclaims all other warranties, either express or implied, made in connection with this rental transaction.</p> <p>INDEMNITY/HOLD HARMLESS/ DAMAGES: Customer acknowledges and assumes all risks inherent in the operation and use of the Equipment by Customer, and will take all necessary precautions to protect all persons and property from injury or damage while in possession of the Equipment. Road Runner shall not be responsible to Customer or to any other party for any loss, damage, or injury (including but not limited to any loss of profits, business interruption or other special or consequential damages), caused by, resulting from, or in any way connected with the Equipment, its operation or use, or any defect with respect thereto. Customer agrees to be responsible for any and all liability, claims and damages of any kind for injuries or death to persons or damage to property arising out of the use, maintenance, instruction, operation, possession, ownership or rental of the Equipment, however caused, to the extent permitted by law, and without waiving the governmental or sovereign immunity of the County, or the official immunity of any elected official or employee of the County. Notwithstanding the foregoing, the County shall not be liable for damages to third parties who could not have brought suit against County directly due to the governmental or sovereign immunity of the County.</p> <p>RECEIPT & INSPECTION OF EQUIPMENT: Customer acknowledges that Customer has inspected the Equipment prior to taking possession thereof, finds it in good working order and repair, and suitable for Customer's needs. Customer is familiar with the proper operation and use of each item of Equipment. Customer has inspected or will inspect all hitch, bolts, safety chains, hauling tongues and other devices and materials used to connect the Equipment to Customer towing vehicle, if any. Road Runner is not responsible for any damage to Customer's towing vehicle caused by detachable hitches or other devices.</p> <p>USE OF EQUIPMENT: Customer will not use or allow anyone to use the Equipment for an illegal purpose or in an illegal manner, without a license, if required under any applicable law, or who is not qualified to operate it. Customer agrees, at Customer's sole expense, to comply with all applicable municipal, state and federal laws, ordinances and regulations, which may apply to the use of the Equipment. Customer agrees to check filters, oil, fluid levels, tire air pressure, clean and visually inspect the Equipment daily and to immediately notify Road Runner when Equipment needs repair or maintenance. Customer acknowledges that Road Runner has no responsibility to inspect the Equipment while it is in Customer's possession.</p> <p>MAJFUNCTIONING EQUIPMENT: Should the Equipment become unsafe, malfunction or require repair, Customer shall immediately notify Road Runner. If such condition is the result of normal operation, Road Runner will repair or replace the Equipment with similar Equipment in working order if such replacement Equipment is available. Road Runner has no obligation to replace Equipment rendered inoperable by misuse, abuse or neglect. Customer's sole remedy for any failure or defect in Equipment shall be the termination of any rental charges accruing after the time of failure. The Equipment must be returned to the Branch location within twenty-four hours from the time of defect in order to terminate rental charges.</p> <p>RETURN OF EQUIPMENT, DAMAGED AND LOST EQUIPMENT: At the expiration of the term Customer will return the Equipment to the Branch location during Road Runner's regular business hours, such Equipment to be in the condition and repair as when delivered to or picked up by Customer, subject to normal wear and tear, as defined below. Customer shall be liable for all damages to or loss of the Equipment, including any damage during transit to or from Customer. In the case of loss or destruction of any Equipment, or inability or failure to return same to Road Runner for any reason whatsoever, Customer will pay Road Runner the then full replacement list value together with the full rental rate as specified until such Equipment is replaced. If Road Runner has agreed to deliver the Equipment to Customer or to pick up the Equipment from Customer, Customer shall be responsible for all loss or damage to the Equipment from the time of delivery to Customer until picked up by Road Runner. If the Equipment is returned in a damaged or excessively worn condition, Customer shall pay Road Runner the reasonable cost of repair and pay rental on the Equipment at the regular rental rate until all repairs have been completed. Road Runner shall be under no obligation to commence repair work until Customer has paid to Road Runner the estimated cost therefor.</p> <p>REASONABLE WEAR AND TEAR: This shall mean only the normal deterioration of the Equipment caused by ordinary and reasonable use. The following shall not be deemed reasonable wear and tear: (a) damage resulting from lack of lubrication or maintenance of necessary oil, water and air pressure levels; (b) except where Road Runner expressly assumes the obligation to service or maintain the Equipment, any damage resulting from lack of servicing or preventive maintenance suggested in the manufacturer's operation and maintenance manual; (c) damage resulting from any collision, overturning, or improper operation, including overloading or exceeding the rated capacity of the Equipment; (d) damage in the nature of dents, bending, tearing, staining and misalignment to or of the Equipment or any part thereof; and (e) any other damage to the equipment which is not considered ordinary and reasonable in the rental industry. Repairs to the Equipment shall be made to the reasonable satisfaction of Road Runner and in a manner, that will not adversely affect the operation, manufacturer's design or value of the Equipment.</p> <p>RENTAL PERIOD & CALCULATION OF CHARGES: Rental charges commence when the Equipment leaves the Branch location and ends when the Equipment is returned to the Branch location. Rental charges accrue during Saturdays, Sundays and holidays. Customer's right to possess the Equipment terminates on the expiration of the rental period set forth in this agreement and retention of possession after this time is a material breach of the rental agreement. TIME IS OF THE ESSENCE in this agreement.</p> <p>PAYMENT: All rentals shall be payable to Road Runner within 30 days from the first day of rental. Customer acknowledges that timely payment of rental charges is essential to Road Runner's business operations and it would be impractical and extremely difficult to fix actual damages caused by</p>
--

MISSOURI STATE AGENCY FOR SURPLUS PROPERTY – AUTHORIZATION TO INSPECT & SIGN FOR FEDERAL SURPLUS PROPERTY (DONEE AUTHORIZATION)

Commissioner Wyatt moved to remove Harlan Collins and David Stottle from the Missouri Agency for Surplus Property – Authorization Form to sign and add Brian Jennings and Jeff Greenwood to be signers on the Federal Surplus Property. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

NOTICE OF RENEWAL FOR HIGHWAY TRUCK OIL #19-045RB


Commissioner Williams moved to approve the Notice of Renewal agreement by and between Coastal Energy Corporation and Taney County. Commissioner Wyatt seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-045RB

NOTICE OF RENEWAL


To: Coastal Energy Corporation, Jon Singleton, Authorized Representative, P.O. Box 218,
Willow Springs, Missouri 65793

Notice is given that the County of Taney, Missouri hereby renews its agreement with Coastal Energy Corporation, for highway tack oil, commencing April 30, 2019, for a period of (1) one year, which will expire on April 29, 2020. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 4/29/19


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 agreement.

By: 
Donna Neeley, County Clerk

Date: 29 April 2019

Certification of Accounting Officer pursuant to Section 50.660RSMo:

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: 
David Clark, Taney County Auditor

Date: 4/29/2019

**AGREEMENT FOR GASOLINE & DIESEL FUEL #19-054RB
PETROLEUM TRADERS CORPORATION (PRIMARY)**

Commissioner Williams moved to approve the agreement by and between Taney County and Petroleum Traders Corporation as primary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-054RB(a)

AGREEMENT
for
GASOLINE & DIESEL FUEL (PRIMARY)

THIS AGREEMENT dated the 29th day of April, 2019 ("Effective Date") is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Petroleum Traders Corporation of Fort Wayne, Indiana 46801-2357 (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 Gasoline & Diesel Fuel ("Product") shall include the Contractor's bid response to County's Request For Bid # 201903-426 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 prices as quoted within the table of the attached bid response. If certain unusual circumstances occur specific to Product availability, delivery, or unreasonable delays of any nature the County may place orders with the Secondary Awarded Vendor. The County agrees to this term & supply purchase allowing Contractor to act as the Primary supplier for Gasoline & Diesel Fuel for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Highway Department. Additionally – if at any point in time should other unexpected issues arise which may hinder Product availability, whether billing or communication problems with Contractor, County may place orders with the Secondary Awarded Vendor.

3. Contract Duration. This agreement shall commence on the Effective Date and extend for a period of two (2) years 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 and delivery clauses agreed to, as offered by the contractor's winning 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 #201903-426 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

Page 1 of 2

EMPIRE ENERGY, LLC (SECONDARY)

Commissioner Williams moved to approve the agreement by and between Taney County and Empire Energy, LLC as secondary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-054RB(b)

AGREEMENT
for
GASOLINE & DIESEL FUEL (SECONDARY)

THIS AGREEMENT dated the 29th day of April, 2019 ("Effective Date") is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Empire Energy, LLC of Branson, Missouri 65616 (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 Gasoline & Diesel Fuel ("Product") shall include the Contractor's bid response to County's Request For Bid # 201903-426 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 prices as quoted within the table of the attached bid response. The County agrees to this term & supply purchase allowing Contractor to act as the Secondary supplier for Gasoline & Diesel Fuel for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Highway Department. Contractor may be used by County when Primary Awarded Vendor is deemed unavailable. If certain unusual circumstances occur specific to Product availability, delivery, or unreasonable delays of any nature, by both Primary & Secondary suppliers - the County may explore all other available options to acquire needed fuel Product.

3. Contract Duration. This agreement shall commence on the Effective Date and extend for a period of two (2) years 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 and delivery clauses agreed to, as offered by the contractor's winning 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 #201903-426 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.

Page 1 of 2

NOTICE OF RENEWAL OF CONCRETE #19-044RB

Commissioner Williams moved to approve the Notice of Renewal agreement for concrete by and between Conco Companies, Inc. and Taney County as primary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve the Notice of Renewal agreement for concrete by and between Table Rock Asphalt Construction Company, Inc and Taney County as secondary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-044RB(a)

NOTICE OF RENEWAL

To: Conco Companies, Inc., John Marsh, Authorized Representative, P.O. Box 50685, Springfield, Missouri 65805

Notice is given that the County of Taney, Missouri hereby renews its agreement with Conco Companies, Inc., for concrete, commencing April 30, 2019, for a period of (1) one year, which will expire on April 29, 2020. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 4/29/19

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 agreement.

By: *Donna Neeley*
Donna Neeley, County Clerk

Date: 29 April 2019

Certification of Accounting Officer pursuant to Section 50.660RSM:

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: *David Clark*
David Clark, Taney County Auditor

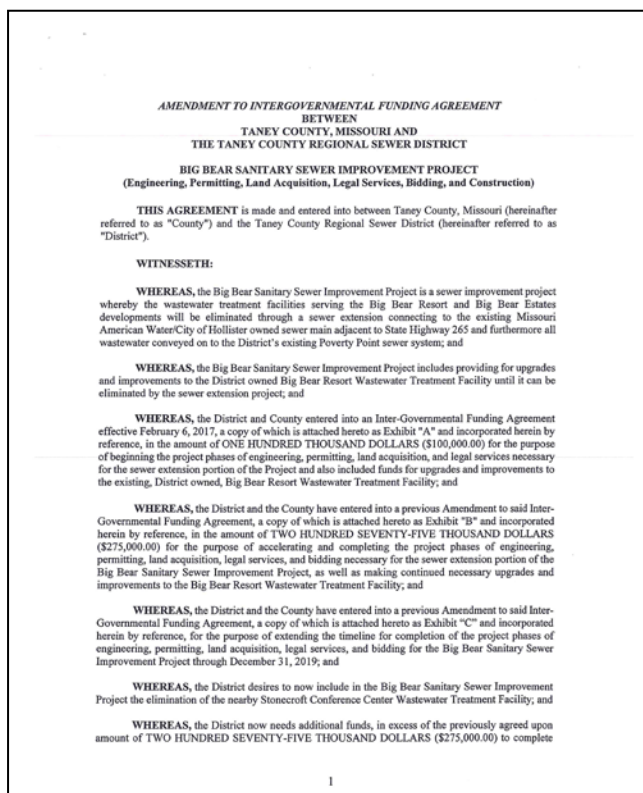
Date: 4/29/2019

TANEY COUNTY REGIONAL SEWER DISTRICT – AMENDMENT TO INTERGOVERNMENTAL FUNDING AGREEMENT (BIG BEAR SEWER IMPROVEMENT PROJECT)

Brad Allbritton, Sewer District Administrator and John Soutee, Project Coordinator were present.

Discussion ensued

Commissioner Williams moved to approve the Amendment to the Intergovernmental Funding Agreement by and between Taney County and the Taney County Regional Sewer District for the Big Bear Sanitary Sewer Improvement Project. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



RECESS: 9:48 A.M.

RECONVENNE: 1:32 P.M.

PLANNING & ZONING ROUND TABLE DISCUSSION

(County Commission Conference Room)

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

Also present: Scott Starrett, Planning & Zoning Administrator, David Clark, Auditor and Presley Cozort, Deputy Clerk.

Discussion ensued.

DAILY STAFF REVIEW & AGENDA REQUESTS

Shanna Tilley, Administrative Assistant entered the meeting.

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
2:45 P.M.