

**OFFICIAL  
COMMISSION MINUTES  
NOVEMBER 12<sup>th</sup>, 2019 – 10<sup>TH</sup> DAY OF  
THE OCTOBER 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

*Prayer & Pledge*

**CALL COUNTY COMMISSION MEETING TO ORDER**

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

**COMMISSION REMARKS**

None

**MONTHLY BUDGET REPORT**

David Clark, Auditor, presented the Monthly Budget Report.

**APPROVE ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #456864 through Check# 456887 and Checks #456889 through Checks #456937, Warrants #7301 through Warrants #7306 and no Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

*Commissioner Wyatt left the room.*

Commissioner Williams moved to approve Check #456888. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

*Commissioner Wyatt entered the room.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes from November 4<sup>th</sup>, 5<sup>th</sup>, and 6<sup>th</sup>, 2019. 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).

**DONEE AUTHORIZATION FOR MISSOURI STATE AGENCY FOR SURPLUS PROPERTY**

Commissioner Williams moved to approve and authorize the Donee Authorization for Missouri State Agency for Surplus Property that adds Tony Mullens as Coroner to the list. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**ASSESSOR – FEE AGREEMENT #19-126AS**

Chuck Pennel, Assessor, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Fee Agreement between the Assessor and Attorney Robert Paulson File #19-126AS. Commissioner Williams seconded the motion with discussion.

Commissioner Wyatt Amended the motion to approve the Fee Agreement between Robert Paulson and Taney County to serve as an Advisory Attorney for the Assessor’s Office. Commissioner Williams amended his second. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

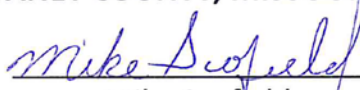
**FEE AGREEMENT**

Taney County, a Missouri County of the first classification agrees that legal services will be rendered by **Robert Paulson** from time to time representing the Taney County Assessor as Special County Counselor, at the request and direction of the Taney County Assessor. fees shall be paid at the rate of \$150.00 per hour.

The County Commission of Taney County, Missouri approved and executed this document at a meeting held on November 12 2019.

**COUNTY COMMISSION OF  
TANEY COUNTY, MISSOURI**

ATTEST:

  
Mike Scofield  
PRESIDING COMMISSIONER

\_\_\_\_\_  
**DONNA NEELEY**  
County Clerk

\_\_\_\_\_  
**ROBERT PAULSON 40243**  
SPECIAL COUNTY COUNSELOR  
Post Office Box 6422  
Branson, Missouri 65653  
PH 417-335-2355

**CERTIFICATE OF COUNTY BUDGET OFFICER  
PURSUANT TO SECTION 50.660 RSMo**

I certify that I am the County Auditor and budget officer for the county, and further certify that there is a balance otherwise unencumbered to the credit of the appropriation to which it is to be charged and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred.

Date: November 13, 2019

  
David Clark  
Auditor

## AGREEMENT FOR MOTOR OIL – HYDRAULIC OIL#19-127RB

### OAKLAND LUBRICATION COMPANY - PRIMARY

Commissioner Williams moved to approve the agreement for Motor Oil and Hydraulic Oil by and between Taney County and Oakland Lubrication Company of Nixa, Missouri.

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

No. 19-127RB(a)

#### AGREEMENT

for

#### MOTOR OIL & HYDRAULIC OIL (Primary)

THIS AGREEMENT dated the 12<sup>th</sup> day of November 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Oakland Lubrication Company of Nixa, Mo. 65714 (-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 Motor Oil and Hydraulic Oil ("Products") shall include the Contractor's bid response to County's Request For Bid # 201909-434 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Products provided under this Agreement shall not exceed the costs as quoted in Contractor's signed bid response tables on page #7, as fully attached. The County agrees to this purchase allowing Contractor to act as the Primary supplier for Motor Oil and Hydraulic Oil for the County, on an "as needed – when needed" basis. If any issues arise which may hinder or delay Product availability – or delivery, County may consider all options including the next lowest Bidder.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement shall automatically renew for an additional 12-month term, unless either party provides 30 days' advance written notice of termination of this Agreement, subject to the termination provisions set forth in paragraph 7, below.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201909-434 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.



## SHAEFFER MANUFACTURING COMPANY - SECONDARY

Commissioner Williams moved to approve the agreement for Motor Oil and Hydraulic Oil by and between Taney County and Shaeffer Manufacturing Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-127RB(b)

### AGREEMENT

for

MOTOR OIL & HYDRAULIC OIL *(Secondary)*

THIS AGREEMENT dated the 12<sup>th</sup> day of November 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Schaeffer Manufacturing Company of St. Louis, Mo. 63104 (-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 Motor Oil and Hydraulic Oil ("Products") shall include the Contractor's bid response to County's Request For Bid # 201909-434 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Products provided under this Agreement shall not exceed the costs as quoted in Contractor's signed bid response tables on page #7, as fully attached. The County agrees to this purchase allowing Contractor to act as the Secondary supplier for Motor Oil and Hydraulic Oil for the County, on an "as needed – when needed" basis. If any issues arise which may hinder or delay Product availability – or delivery, County may consider all options.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement shall automatically renew for an additional 12-month term, unless either party provides 30 days' advance written notice of termination of this Agreement, subject to the termination provisions set forth in paragraph 7, below.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201909-434 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.

**INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND OZARK COUNTY RELATING TO ROAD MAINTENANCE FOR BANER LANE #19-120RB**

Devin Huff, Road and Bridge Administrator, was present.

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Ozark County and Taney County for Baner Lane. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

This Agreement made and entered into this 12<sup>th</sup> day of November, 2019, by and between Taney County, Missouri ("Taney County") and Ozark County, Missouri ("Ozark County").

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, Taney County currently maintains Baner Lane in eastern Taney County ("Baner Lane"); and

WHEREAS, Ozark County currently maintains County Road 907 in western Ozark County ("CR 907"); and

WHEREAS, a low water crossing exists at the county line between Taney County and Ozark County at Baner Lane and CR 907 across Eastern Fork Big Creek (the "Creek Crossing"), as depicted in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference;

WHEREAS, Taney County and Ozark County desire to enter into this Agreement in order for Ozark County to permit Taney County to enter onto and utilize a portion of CR 907 east of the Creek Crossing as a turnaround for vehicles and equipment in order to maintain and service Baner Lane, and in consideration thereof, Taney County agrees to perform routine road and bridge maintenance on the Creek Crossing;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. License. Effective as of the date of this Agreement, Ozark County grants to Taney County non-exclusive permission and license to enter onto and utilize the portion of CR 907 east of the Creek Crossing as a turnaround for vehicles and equipment for purposes of conducting maintenance and work on Baner Lane. Furthermore, in consideration thereof, Taney County agrees to conduct Routine Maintenance of the low water Creek Crossing located at the western end of CR 907 (and to the east of Baner Lane), as depicted in Exhibit A to this Agreement, which is attached hereto and incorporated herein by reference. Routine Maintenance shall be defined as work performed and treatment applied with respect to the Creek Crossing, in order to maintain the road and bridge, including, but not limited to grading, shaping, re-graveling, road stabilization, and mowing. Routine maintenance shall not include the performance of capital improvements, major repairs, repair or replacement of bridges or culverts, road signage placement or repair responsibilities, or the enforcement of traffic laws.

2. No Conveyance. The parties agree that this Agreement does not have the effect of, or constitute conveyance of an interest in, title to, or right to possession of the real property on which the Creek Crossing is located, nor shall this Agreement be interpreted or construed so



**INTERGOVERNMENTAL COOPERATIVE AGREEMENT – BOONE COUNTY, ARKANSAS #19-121RB**

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

Commissioner Wyatt moved to approve the Intergovernmental Cooperative Agreement between Boone County, Arkansas and Taney County to perform routine maintenance per the Agreement. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-121RB

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

This Agreement made and entered into this 12 day of November, 2019, by and between Taney County, Missouri (“Taney County”) and Boone County, Arkansas (“Boone County”).

WHEREAS, Taney County Boone County are political subdivisions of the respective states of Missouri and Arkansas, and are authorized to enter into a joint agreement for common services of good to the public; and

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, Taney County maintains a public road, known as Horseshoe Bend Road, as a public service, and as depicted in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, Boone County maintains a public road, known as Eagle Ridge Road, as a public service, and as depicted in Exhibit B, which is attached hereto and incorporated herein by reference; and

WHEREAS, the parties agree that the citizens of the respective county would benefit by Taney County maintaining Eagle Ridge Road and Boone County maintaining Horseshoe Bend Road, as described above, in that the cost of maintaining the respective roads would thereby be reduced for each County.

WHEREAS, the respective County desires and agrees to provide road maintenance as a common service of good to the public of the Counties as set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Incorporation. The whereas clauses of this Agreement are incorporated herein by reference.
2. License and Maintenance Agreement. Effective as of the date of this Agreement, the parties agree as follows:
  - a. Horseshoe Bend Road. Taney County grants the non-exclusive permission and license to enter onto, and Boone County agrees to conduct routine maintenance of a certain portion of Horseshoe Bend Road, as set forth and depicted in Exhibit A, including but not limited to adding base rock.
  - b. Eagle Ridge Road. Boone County grants the non-exclusive permission and license to enter onto, and Taney County agrees to conduct routine maintenance of a

## PURCHASING POLICY MANUAL #19-119P

Ron Erickson, Purchasing Director, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve and enter into the Record the Purchasing Policy Manual dated November 12, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

## CONTRACTS

### Types of Contracts:

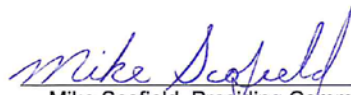
- A. The preferred type contract to use for all procurements is firm fixed price or lump sum. It requires minimum administration and provides maximum incentive to the supplier. However, any type of contract that will promote the best interest of the County may be used.
- B. A cost-not-to-exceed or cost-reimbursement contract, with an upper limit, may be used when the County Commission concludes that such a contract is likely to be less costly to the County than any other type or that it is impractical to obtain the supplies, services, or construction required except under a cost-not-to-exceed or cost reimbursement contract.
- C. Pursuant to § 50.660, RSMo. the contract shall bear the certification of the Accounting Officer. *(NOTE: Also in pursuant to § 50.660, RSMo., Auditor Certification is not required regarding any given term & supply contract which does not quantify a measurable county obligation at time of execution; but all orders for supplies, materials, equipment, or services, other than personal, shall bear the Auditor's Certification.)*

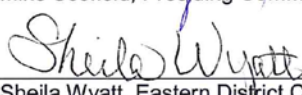
### Exemptions:


Noting that there are occasions where opportunities arise to save money, we welcome those requests for review. The Purchasing Agent, at his/her sole discretion, is authorized to waive any/all policies as outlined in this manual so long as it is in accordance with legal requirements and is in the best interest for Taney County.

Adopted and approved to form this 12<sup>th</sup> day of November, 2019



  
Mike Scofield, Presiding Commissioner

  
Sheila Wyatt, Eastern District Commissioner

  
Brandon W. Williams, Western District Commissioner

## COURT ORDERS

Chuck Pennel, Assessor, and Wesley Shoemaker, Chief Deputy Clerk, were present.

Commissioner Williams moved to approve (#205803-205806, 205820, 205836, 205837, 205839, 205840 & 205841). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to approve (#205819 & 205838) dated November 12, 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain) and Wyatt (aye).

ERRONEOUS ASSESSMENT																
Exhibit: _____ Date: <u>12 Nov 2019</u>																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205803	2019	0000-00-00	2019-11-06	08-4.0-20-000-000-064.221	WILLIAMS MYRNA MARIE TRUST	ERRONEOUS ASSESSMENT	34160	-280	0	0	0	0				
205804	2019	0000-00-00	2019-11-06	08-4.0-20-000-000-064.222	BAFFORD ELVIRA G REVOCABLE TRUST	ERRONEOUS ASSESSMENT	34440	-750	0	0	0	0				
205805	2019	0000-00-00	2019-11-06	08-4.0-20-000-000-064.223	HABRACK KENNETH & JUDITH	ERRONEOUS ASSESSMENT	44160	1380	0	0	0	0				
205806	2019	0000-00-00	2019-11-06	08-4.0-20-000-000-064.224	GAAR ORVAL JAMES & DEANNA MURLENE REV LIVING TRUST	ERRONEOUS ASSESSMENT	34440	280	0	0	0	0				
205819	2019	0000-00-00	2019-11-04	18-2.0-10-000-001-003.015	260 CHATEAU COVE LLC	ERRONEOUS ASSESSMENT	33850	-15610	0	0	0	0				
205820	2019	0000-00-00	2019-11-04	08-6.0-24-000-000-035.005	GROSS DOBBY J & MICHELLE	ERRONEOUS ASSESSMENT	21340	-15640	0	0	0	0				
205836	2019	0000-00-00	2019-11-05	24-1.0-11-000-000-004.001	GAUMER GARY & SUSAN	ERRONEOUS ASSESSMENT	45690	45690	420	0	0	0				
205837	2019	0000-00-00	2019-11-05	18-1.0-01-004-002-009.003	BREWER RONALD V & VELDA L	ERRONEOUS ASSESSMENT	18370	12760	0	0	0	-21490				
205838	2019	0000-00-00	2019-11-06	18-2.0-10-003-001-003.013	WHOLESALE ADVANTAGE HOMEBUYERS LLC	ERRONEOUS ASSESSMENT	42420	-20120	0	0	0	0				
205839	2019	0000-00-00	2019-11-06	13-6.0-24-000-000-001.004	CRAWFORD ALAN & CASLER SUSAN	ERRONEOUS ASSESSMENT	32420	-4290	700	0	0	0				
205840	2019	0000-00-00	2019-11-06	09-9.0-29-000-000-005.010	STRAHAN JAMES ELLIS & KAREN L & CHARLES DANNY STRAHAN ETAL	ERRONEOUS ASSESSMENT	0	-330	0	0	0	0				
205841	2019	0000-00-00	2019-11-07	04-8.0-27-000-000-007.000	WILLIAMS RANDY & PATRICIA	ERRONEOUS ASSESSMENT	12530	-2280	0	0	0	0				

Commissioner Williams moved to approve Exhibit “B” (#300308-300310) dated November 12, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**Exhibit “B”**

PP PAID ABATEMENTS											
Exhibit: <u>B</u> Date: <u>12 Nov 2019</u>											
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300308	2016	PENDING	0000-00-00	1-54027-900	LAWRENCE RALPH AND	INCORRECT TAX CODE	16530	0			
300309	2017	PENDING	0000-00-00	1-54027-900	LAWRENCE RALPH AND	INCORRECT TAX CODE	14090	0			
300310	2018	PENDING	0000-00-00	1-54027-900	LAWRENCE RALPH AND	INCORRECT TAX CODE	19690	0			

**TANEY COUNTY INSURANCE DISCUSSION**

John Akers, Ollis/Akers/Arney CIC Vice President of Benefits, and Dawn Muller, Employee Benefits, were present.

Commissioner Williams made a motion to continue the \$100.00 for dependent coverage for 2020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECESS: 9:59 A.M.**

**RECONVENE 10:12 A.M.**

**PARKING GARAGE DISCUSSION**

*(Taney County Commission Conference Room)*

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

Also present: Devin Huff, Road & Bridge Administrator, Denzil Brown, Assistant Road & Bridge Administrator, Jason Davidson, Road & Bridge Project Manager, Scott Terpening, Building & Grounds Coordinator, Spencer Jones, Great River Engineering Principal/Engineer Jason Sivils, Great River Engineering, David Clark, Auditor, and Donna Neeley, County Clerk.

Discussion ensued.

Devin Huff, Spencer Jones, Jason Davidson, Denzil Brown, Jason Sivils, Scott Terpening, and David Clark left the meeting at 11:14 a.m.

**DAILY STAFF REVIEW & AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Nikki Lawrence, Legal Assistant, and Donna Neeley, County Clerk.

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**

**11:25 A.M.**

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