

**OFFICIAL
COMMISSION MINUTES
AUGUST 31st, 2020 – 11th DAY OF
THE JULY 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.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:00 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #460400 through Check #460472, Warrant #7460 and one Journal Entry or Transfer. 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 the Executive Session Minutes for August 26, 2020. 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).

VENICE ON THE LAKE PHASE 2 PROJECT (CONSTRUCTION PHASE) FUNDING AGREEMENT

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

Commissioner Wyatt moved to approve Venice on the Lake Phase 2 Project Construction Phase Funding Agreement with Taney County in the amount of \$1,750,000.00. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (nay), and Wyatt (aye).

**INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE TANEY COUNTY REGIONAL SEWER DISTRICT**

**VENICE ON THE LAKE PHASE 2 SEWER PROJECT
(Engineering, Permitting, Land Acquisition, Legal Services, and Construction)**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the District is a political subdivision of the State of Missouri governed by Chapter 204, formerly known as Chapter 644 and renumbered in 1986, and the District has the power to establish, construct, reconstruct, improve, repair, operate, and maintain sewer systems and treatment facilities pursuant to section 204.320 RSMo; and

WHEREAS, pursuant to section 70.220 RSMo, the County and District are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County and District entered into an Intergovernmental Agreement on or about December 29, 2011, whereby the District would assist with improvements to the Taney County sewer systems through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use by the Taney County Regional Sewer District to finance capital improvements to their waste water infrastructure. It has been determined that the project Venice on the Lake Phase 2 Sewer Project is feasible, meets the criteria as described in Exhibit A, which is attached hereto, and has been approved by the Taney County Commission for funding with sewer sales tax funds.

NOW, THEREFORE, the County and District, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

BID RECOMMENDATION FOR DISPOSABLE FACE MASKS (100,000 OR MORE)

#202008-453

Nikki Lawrence, Purchasing Director & Legal Liaison, and Renee Brusca, Building & Grounds, were present.

Commissioner Williams moved to approve the Bid #202008-453 Primary for Disposable Face Masks to Positec USA, Inc. from Charlotte, North Carolina, Secondary to Los Angeles Railroad Company from Los Angeles, California, and Tertiary to PPE Trade and Support, LLC from Playa Vista, California. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

EQUIPMENT RENTAL AGREEMENT #20-019RB

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

Commissioner Williams moved to approve the Equipment Rental Agreement by and between Van Keppel and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



Equipment Rental Agreement
Kansas City, KS 66101 / 913-281-4800
Springfield, MO 65802 / 417-865-3550
Tulsa, OK 74116 / 918-836-8851
Oklahoma City, OK 73127 / 405-495-0606
St. Louis, MO 63146 / 314-872-8440
Wichita, KS 67213 / 316-945-6556
Joplin, MO 64801 / 417-680-5957
Garden City, KS 67846 / 620-272-0535
Van Buren, AR 72956 / 479-474-5281
Little Rock, AR 72117 / 501-945-4594
Topeka, KS 66607 / 785-357-2652
Kansas City, MO 64102 / 816-921-4040

DATE: 8/24/2020
VAN KEPPEL ACCOUNT # BP0005847
COMPANY NAME: Taney County Road Department
CONTACT: Devin Huff
ADDRESS: Box 1018
CITY/STATE/ZIP: Forsyth, MO 65653
OFFICE PHONE #: 417-546-7268
SALESMAN NAME & # J. Hutsell
JOB SITE INFORMATION:
Bear Creek Road and 65 HWY
Walnut Shade, MO
PURCHASE ORDER # _____

EQUIPMENT DESCRIPTION

EQUIP. # 31139 SERIAL # 101538761078 MAKE: Bomag MODEL: BW11RH
START DATE 8/25/2020 METER OUT: _____ IN: _____ INSURANCE VALUE: \$96,500.00
RATES: \$ _____ DAIL Y \$1,150.00 WEEKLY \$3,400.00 4 WEEK MONTH

RENTAL RATES BASED ON 8 HOUR DAILY; 40 HOUR WEEKLY AND 160 HOUR 4 WEEK MONTH RATE

IF EQUIPMENT USED IN EXCESS OF 160 HOURS PER 4 WEEK MONTH ADDITIONAL RENT WILL BE CHARGED AT RATE \$21.25 PER HOUR OVER 160 OF

ATTACHMENTS: _____
ADDITIONAL INFORMATION: _____

CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THIS AGREEMENT IS ALSO SUBJECT TO THE TERMS AND CONDITIONS ON REVERSE SIDE HEREOF AND THAT THE FOLLOWING IS AGREED IN FULL BY THEM.

****CUSTOMER AGREES TO PAY FOR ALL DAILY AND ALL SCHEDULED 500 HOUR AND 1000 HOUR SERVICE INTERVAL MAINTENANCE****
****EQUIPMENT MUST BE RETURNED FULL OF FUEL AND CLEAN OR ADDITIONAL CHARGES WILL APPLY TO CUSTOMER****
****PROOF OF LIABILITY AND PHYSICAL DAMAGE INSURANCE IS REQUIRED BY CUSTOMER****

The G.W. Van Keppel Co ("Lessor") hereby agrees to lease to the undersigned Customer ("Lessee") on the terms and conditions set forth below and on the reversed side hereof, the ("Equipment") described above.

A. PURCHASE OPTION. Customer has the option to purchase for a MAXIMUM term of _____ days from date the equipment is rented for a purchase price of \$ _____, adjusted as herein provided. The purchase price shall be decreased by all rents paid by Customer during the option term and shall be increased by all applicable sales, use and property taxes, assessments, license fees, non warranty repairs made by G.W. Van Keppel plus carrying charges computed at _____% over prime on declining balance. No option given shall be effective until the filing of UCC financing statements with the appropriate State and/or County authorities. If the Customer has complied with all terms and conditions of this Agreement, this purchase option may be exercised by written notice and by payment in full of the adjusted purchase price. Upon payment, Van Keppel Co. will transfer title of equipment to the Customer. (See the default provision on the reverse side.)
Customer will forfeit any and all rights to purchase the equipment under the terms of this agreement if the Customer returns the equipment or does not exercise the purchase option within the maximum option term, whichever comes first.

B. LOSS DAMAGE WAIVER. This rental contract offers a LOSS DAMAGE WAIVER to cover your responsibility for the Loss, Damage, or Destruction to the leased equipment. To the extent that such Loss, Damage, or Destruction results from your gross negligence or willful misconduct, any limitations of your responsibility provided by the Loss Damage Waiver coverage, you may wish to determine whether your own insurance affords you comparable coverage for damage to the Leased Equipment and the deductible amount you would be responsible for under your insurance policy. The purchase of this Loss Damage Waiver is not mandatory and may be declined. The fee for this Loss Damage Waiver will be reflected on our Invoice or other notice to you. Waivers hereunder do not constitute Insurance. If you accept the Loss Damage Waiver option, you agree to pay a fee of _____% of the gross rental charge for the Loss Damage Waiver provisions. Accept LDW _____ Decline LDW _____
THE DEDUCTIBLE FOR ANY VALID CLAIM UNDER THE LOSS DAMAGE WAIVER COVERAGE IS \$2,500.00 PER OCCURRENCE.

Accepted G.W. Van Keppel (Lessor) Signature: [Signature] Credit Approved by: _____ Customer (Lessee) Signature: [Signature] Date: 8-25-2020
Title: Sub. Insp. & Rental Coordinator Signature of Salesman: [Signature] Title: R&B Administrator
Date: 8/25/2020 Printed Name: Devin Huff

RECESS: 9:24 A.M.

RECONVENE: 9:38 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, David Clark, County Auditor, and Stephanie Spencer, Deputy Clerk, were present.

Discussion ensued.

RECESS: 9:47 A.M.

EXECUTIVE SESSION: 10:07 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3) (LEGAL, REAL ESTATE & PERSONNEL)

(Taney County Commission Conference Room)

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

See the Executive Session Minutes for any motions made or votes taken.

RECESS: 1:24 P.M.

RECONVENE: 1:25 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant.

The commission met with their staff to review the day's business and go over the 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: 1:33 P.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Stephanie Spencer, Deputy Clerk, and typed by Stephanie Spencer, Deputy Clerk.