

**OFFICIAL  
COMMISSION MINUTES  
SEPTEMBER 28<sup>th</sup>, 2020 – 17<sup>th</sup> 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 9:03 a.m.

**COMMISSION REMARKS**

Presiding Commissioner Scofield said that there were 490 businesses that did not receive notification of sales tax change notice. On June 2, 2020 Taney County Voters approved a 3/8 of 1 percent sales tax for Law Enforcement to replace the current Law Enforcement Sales Tax 1/8% beginning Oct. 1, 2020. We have also asked it to be placed on the front page of the taneycounty.org webpage where anyone can go and see the change.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #460708 through Check #460772, Warrants #7481 through #7486 and six Journal Entry or Transfers. Commissioner Wyatt 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 the Regular Session Minutes for September 21<sup>st</sup>, 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PAYROLL**

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

**INTERGOVERNMENTAL AGREEMENT RELATED TO REIMBURSEMENT  
PAYMENTS FOR CERTAIN QUALIFIED EXPENSES FOR THE TANEY COUNTY  
GENERAL AVIATION AIRPORT 2020 (#20-103AIR)**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Intergovernmental Agreement Related to Reimbursement Payments for certain qualified expenses Taney County General Aviation Airport by and between Taney County and City of Branson. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**INTERGOVERNMENTAL AGREEMENT RELATED TO REIMBURSEMENT  
PAYMENTS FOR CERTAIN QUALIFIED EXPENSES FOR THE TANEY COUNTY  
GENERAL AVIATION AIRPORT**

**THIS CONTRACT**, entered into by and between TANEY COUNTY, MISSOURI, a body politic and corporate, (hereinafter referred to as "County, or County Commission,") and THE CITY OF BRANSON, MISSOURI, a fourth class city in Taney County, State of Missouri, (hereinafter referred to as "Branson").

**WITNESSETH:**

**WHEREAS**, on May 8, 2006 the Branson Board of Aldermen approved a five year agreement showing their support for the continued operation of the M. Graham Clark Airport, a general aviation airport, owned and operated by Taney County and in 2010 approved another five year continuation of that contract and in 2015 approved another five year contract; and

**WHEREAS**, the Branson Board of Aldermen desires to continue their agreement with Taney County.

**NOW THEREFORE**, in consideration of the above premises and the mutual covenants and promises of the parties hereto, the parties do hereby agree as follows:

1. **QUALIFIED EXPENSES.** This contract authorizes payment of certain expenses incurred by the Taney County Airport. Qualified expenses suitable for reimbursement under the terms of this agreement are as follows:

Acquisition or improvement of a fixed asset with a useful life of five (5) years or greater.

2. **REIMBURSEMENT PROCEDURE.** Qualified Expenses for which Airport wishes to be reimbursed must be submitted to the Office of the Branson City Administrator. A reimbursable submission shall include documentation in the form of bills, invoices, or other documents demonstrating that the expenses submitted by the Airport are Qualified Expenses. As expenses are submitted for consideration those which are approved as a Qualified Expense will be reimbursed to the Airport within thirty (30) days of all conditions herein stated being met.

3. **TOTAL AMOUNT AVAILABLE FOR REIMBURSEMENT.** Branson shall reimburse the Airport for Qualified Expenses up to, but not to exceed \$10,000.00 per year for a period up to, but not to exceed 5 years. It is agreed and understood by the parties hereto that in no event will Branson reimburse more than a total of \$50,000.00 of Qualified Expenses during the term of this Agreement. The reimbursement of Qualified Expenses is subject to the annual appropriations of the City of Branson and the availability of such funds for reimbursement hereunder.

4. **RELATIONSHIP OF THE PARTIES.** This agreement does not create a joint venture, partnership or any other relationship between the parties. It is the express purpose of this

## AGREEMENT FOR SEMI-TRUCK (#20-102RB)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Agreement for Semi-Truck by and between Taney County and the Larson Group – Peterbilt of Strafford, Mo. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-102RB

### AGREEMENT for SEMI-TRUCK

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and The Larson Group - Peterbuilt of Strafford, Missouri herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement to purchase a 2021 Peterbilt Semi-Truck, Model #579, ("Equipment") shall include quote dated August 4, 2020, and cooperative purchasing Sourcewell Contract #081716-PMC, which are each attached hereto and incorporated herein by reference as Exhibit A. Product or service data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of 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 provided under this Agreement. The purchase price shall not exceed the price as quoted by the aforementioned Sourcewell contract of \$129,222. 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include Sourcewell Contract #081716-PMC for reference. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Taney County

## AGREEMENT FOR HYDRAULIC EXCAVATOR (#20-101RB)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Hydraulic Excavator by and between Taney County and Fabick Caterpillar. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-101RB

### AGREEMENT for HYDRAULIC EXCAVATOR

THIS AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 202\_, is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and Fabick Caterpillar of Springfield, Missouri herein "Contractor".

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement to purchase a Hydraulic Excavator, Model #315, ("Equipment") shall include quote dated July 28, 2020, and cooperative purchasing Sourcewell Contract #032119-CAT, which are each attached hereto and incorporated herein by reference as Exhibit A. Product or service data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of 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 provided under this Agreement. The purchase price shall not exceed the price as quoted by the aforementioned Sourcewell contract of \$199,500.00. 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include Sourcewell Contract #032119-CAT for reference. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Taney County



**INTERGOVERNMENTAL AGREEMENT FOR USE OF SHOOTING RANGE – CITY OF BRANSON (#20-089S)**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Intergovernmental Agreement for use of Shooting Range by and between Taney County and the City of Branson. 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 on this \_\_\_\_ day of September, 2020 (“Effective Date”), by and between Taney County, Missouri (“County”), a county of the first classification, and the City of Branson, Missouri (“City”).

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, the County owns and operates a shooting range, located at 255 Critter Trail, Hollister, Missouri (“Range”), for the use of performing training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the City desires to utilize the Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the County and City desire to set forth the terms and conditions of the use of the Range by City; and

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

1. Use of Range. County agrees to permit use of the Range by the City, and its Commissioned Law Enforcement Officers, subject to the terms and conditions of this Agreement, for the purposes of performing training exercises, and firearms practice and qualifications, and for no other purposes without the express written consent of County, which consent may be withheld in the sole discretion of County. City acknowledges that other local and state government entities utilize the Range pursuant to other Intergovernmental Cooperative Agreements, and the use of the Range is subject to availability and scheduling the use of the Range based on the parties to this Agreement as well as the parties to the other Intergovernmental Cooperative Agreements relating to use of the Range. The City acknowledges and agrees that this Agreement does not constitute a license for the exclusive use of any portion of the Range by City, or its officers, agents, or employees. City acknowledges and agrees that this Agreement does not constitute a lease or other interest in the real property on which the Range is located, and that by the use or occupancy of the Range, neither the City, nor its officers, agents, or employees have acquired and will not acquire any rights or interest in or to the Range, nor shall the City obtain any right or claim to the continued use of the Range beyond that specifically provided for in this Agreement.

2. Term. The term of this Agreement shall be from the effective date set forth above and shall run for a period of one (1) year. The term of this Agreement may be extended by the parties, at the option of the parties, for additional periods of one (1) year.

# NASPO VALUEPOINT CONTRACT – FIRE + BACKFLOW TEST (#20-104M)

Scott Terpening, Building and Grounds, was present.

Commissioner Williams moved to approve NSAPO ValuePoint Contract Fire and Backflow Testing by and between Johnson Controls and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Johnson Controls		State of MO NASPO ValuePoint Cooperative	
Johnson Controls Fire Protection		Contract #CC180753002	
<b>NASPO Customer:</b> Site Name: Street Address: City, State, Zip		<b>Taney County Justice Center</b> Taney County Justice Center 246 Main Street Feresyth, MO 65653	
<b>Sales Representative:</b> Contract Period Begin and End Date		Harley Cavender 10/1/20 - 9/30/21 Annual Contract Value: \$6,713.00	
<b>Fire Alarm (Test &amp; Inspect)</b>			
Make/Model:	Notifier Fire Alarm System Programmable	Quantity:	Inspect Frequency: Annual Inspect Month(s): May
Fire Panel(s)	1		
Pull Stations	28		
Smoke Detector - Sensitivity report from panel per 250	0		
SmokeDetectors - Test & Inspect	47		
SmokeDetector - Cleaning	Not Included		
SmokeDetector - Sensitivity	100%		
Duct Detectors - Functional test	147		
Duct Detectors - Cleaning	50%		
Duct Detectors - Sensitivity	50%		
Elevator Recall	0		
AV's, Horn/Strobes	178		
Speakers	0		
Heat Detectors	9		
Warden Phone Jacks	0		
Transponder	0		
NAC	0		
Annunciator	2		
Other (AHU input, relays, etc.)	5		
Vesda Early Detection Device	0		
WaterFlow	21		
Tamper Switches	23		
Diect (Diater Panel)	0		
Door Holder	0		
Optional Standard Labor Coverage	No		
Optional 24/7 Labor Coverage	No		
Optional Full Service Parts Coverage	No		
Inspection After-Hours	No		
Annual Cost		\$-1,867.00	
		\$5,761.00	
<b>Monitoring</b>			
Single building fire alarm service	Quantity: 0		
Single building burglar alarm service	0		
Multi building applications (same diater) (each building)	0		
Single building combo panel service (fire/security)	0		
Elevator Monitoring	0		
UL Certified Fire Alarm Monitoring	0		
		\$0.00	
		\$0.00	
<b>Sprinkler System (Test &amp; Inspect)</b>			
Wet Risers	Quantity: 4		Inspect Frequency: Annual Inspect Month(s): May
Dry Risers	0		Annual
Dry Sprinkler Trip Test	0		Annual
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above).	0		Annual
Additional Control Assemblies (Tamper and Flow)	0		Annual
PIV's (Post indicator valve)	0		Annual
Deluge Risers	0		Annual
AFFF (Foam tank inspect & lab analysis of foam)	0		Annual
Fire Hose Stations	0		Annual
Standpipe	0		Annual
Anti-Freeze Loops	0		Annual
Fire Pump	0		Monthly
Monthly Pump Run (each)	0		Monthly
Private Fire Hydrants	0		Monthly
Backflow Preventer (Sprinkler, Domestic, irrigation)	0		Annual
Backflow preventers LA, IN, MN, MD, IL, MO, MI	1		Annual
Monthly Valve Inspections	0		Monthly
Optional Sprinkler Standard Labor Coverage	No		Annual
After-Hours Sprinkler Inspection	No		Monthly
Annual Wet Sprinkler Cost		\$0.00	
Annual Dry Sprinkler Cost		\$476.00	
Annual Anti-Freeze Cost		\$0.00	
Annual Deluge Cost		\$0.00	
Annual Fire Hose Cost		\$0.00	
Annual Fire Pump Cost		\$0.00	
Annual Fire Pump Cost		\$0.00	
Annual Fire Pump Cost		\$0.00	
Annual Pre-Action Cost		\$0.00	
Annual Pre-Action Cost		\$0.00	

**RECESS: 9:16 A.M.**

**RECONVENE: 9:32 A.M.**

## CONNELL INSURANCE – UPDATE & 12/31 RENEWAL

Tim Connell, Commercial Insurance Consultant, presented an update on the County insurance to the Commission.

**RECESS: 9:43 A.M.**

**RECONVENE: 10:05 A.M.**

## ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Scott Starrett, Planning and Zoning Administrator, Presley Cozort, Permit Technician & Zoning Coordinator, Devin Huff, Road & Bridge Administrator, Jason Silvis, Great River Engineering, Spencer Jones, Great River Engineering Principal/Engineer, and Kim Lovelace, Deputy Clerk.

Discussion Ensued.

**EXECUTIVE SESSION: 10:57 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.*

**END OF EXECUTIVE SESSION: 12:02 P.M.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Nikki Lawrence, Purchasing Director and Legal Liaison.

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: 12:08 P.M.**

*The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk and typed by Kim Lovelace.*