

**OFFICIAL
COMMISSION MINUTES
NOVEMBER 1ST, 2021 – 6TH 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.

CALL COUNTY COMMISSION MEETING TO ORDER

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

COMMISSION REMARKS

Commissioner Wyatt said in realizing that customers are receiving their 2021 tax statements she would like to recognize and give a thank you! She would like to personally acknowledge the entities within Taney County that lowered their tax levies for the year 2021 to help the citizens. She would like to thank those who served within that decision making process for doing their part to economically help the citizens during this difficult time our economy and the citizens are facing. Thank You.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #465344 through Check #465399, no Warrants or Journal Entries/Transfers. Commissioner Williams 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 Executive Session Minutes for October 25th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for October 25th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BID RECOMMENDATION FOR AVIATION FUEL #202109-487

Nikki Lawrence, Purchasing Director & Legal Liaison and Mike Mulnik, M. Graham Clark Airport Manager, were present.

Commissioner Wyatt moved to approve Naegler Oil Company as the bidder under BID #202109-487. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

OFFICIAL DESTINATION MARKETING ORGANIZATION (DMO) FOR THE DIVISION TOURISM'S COOPERATIVE MARKETING PROGRAM (LETTER)

Commissioner Williams moved to approve the letter for the Official Destination Marketing Organization for the Division Tourism's Cooperative Marketing Program and allow Presiding Commissioner Scofield to sign. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



County of **TANEY** State of Missouri

OFFICE OF
MIKE SCOFIELD
PRESIDING COMMISSIONER
BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
SHEILA WYATT
EASTERN DIST. COMMISSIONER

TANEY COUNTY COURTHOUSE
P.O. BOX 1086 • FORSYTH, MO 65653
Office: (417) 546-7204 • Fax: (417) 546-3931
www.taneycounty.org
commission@co.taney.mo.us

For the Official Destination Marketing Organization (DMO) for the
Division of Tourism's Cooperative Marketing Program

WHEREAS, the Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau, a Missouri 501(c)6 non-profit corporation and a legitimate agency of Taney County, is engaged primarily in the marketing and promotion of tourism; and

WHEREAS, this organization has shown and demonstrated evidence of its on-going tourism marketing activities and plans for promotion of Taney County; and

WHEREAS, this organization requires formal acknowledgement and recognition by the governing body of Taney County to become a qualified participant in the Cooperative Marketing Program administered by the Missouri Division of Tourism:

NOWTHEREFORE, BE IT RESOLVED BY THE TANEY COUNTY COMMISSIONERS OF TANEY COUNTY, MISSOURI AS FOLLOWS:

SECTION 1: The Branson/Lakes Area Chamber of Commerce and Convention and Visitors Bureau is hereby designated and recognized as the single representative organization to solicit and service tourism in Taney County for participation in the Missouri Division of Tourism's Cooperative Marketing Program.

SECTION 2: This Resolution shall be in force and effect from the date of its passage and approval and shall remain in effect for a period of five (5) years.

In testimony whereof, I have hereunto set my hand in Taney County, this 1st day of November, 2021.

Mike Scofield,
Presiding Commissioner

Attest:
Donna Neeley, County Clerk

AGREEMENT FOR TRANSFER + TIPPING TRAILERS (1 OR MORE) #21-128RB

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

Commissioner Williams moved to approve the agreement by and between Taney County and East Manufacturing Corp. of Randolph, Ohio. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement
for
Transfer/Tipping Trailer (1 or more)

THIS AGREEMENT dated the 1st day of November 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and East Manufacturing Corp. of Randolph, Ohio (-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 1 or more transfer/tipping trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202110-491 and any applicable addenda. All such documents shall constitute the "Contract Documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$64,150.00 per trailer. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid number 202110-491 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

AGREEMENT FOR PROPANE #21-127RB

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

Commissioner Wyatt moved to approve the agreement with Abbey Lane LPG, LLC, and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner MS; Eastern Commissioner Stu; Western Commissioner W 533

Agreement
for
Propane

THIS AGREEMENT dated the 1st day of November 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Abbey Lane LPG, LLC, a Missouri limited liability company (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 propane for all Taney County facilities using propane ("Product") shall include the Contractor's bid response to County's Request for Bid # 202109-490 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. Contractor agrees to sell and deliver Product as primary contractor, as provided under this Agreement the price of which shall not exceed the price as quoted in attached bid response of \$2.39 per gallon including delivery, an additional charge of \$76.00 per year is required when leasing a tank from the Contractor, with the following stipulation. The County accepts the possibility of price fluctuations and therefore will consider reasonable and justifiable requests for modifications to the contract price after the initial 12-month term. Requests for modification to the contract price must be submitted in writing to the County at least 30 days prior to the end of the initial 12-month term, or the end of any renewal term. Requests for modification to the contract price must be approved and agreed to in writing by the County and vendor prior to taking effect. In the event that awarded Vendor cannot meet the requirement above, the County reserves the right to use the next lowest response and/or shop the market for an alternate Vendor offering the lowest cost. 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.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months subject to the provisions for termination specified below. This agreement may only be extended by the order of the County for two (2) additional one (1) year periods subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month-to-month basis for up to six (6) months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202109-490 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.

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, and Kenny Davis, Field Appraiser, were present.

Commissioner Williams moved to approve Exhibit "A" dated November 1, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"

PP PAID ABATEMENTS											
Exhibit: <u>A</u>		Date: <u>1 Nov 21</u>									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300348	2020	PENDING	2021-10-21	1-123440-900	CLARY GREYSON	DID NOT OWN JAN 1ST	0	-200	<i>[initials]</i>		

Commissioner Wyatt moved to approve Exhibit "B" dated November 1, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "B"

ERRONEOUS ASSESSMENT																
Exhibit: <u>B</u>		Date: <u>1 Nov 21</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
212119	2021	0000-00-00	2021-10-27	16-2.0-04-000-000-007.014	CAUDILL RICK E & KATHILEEN M	ERRONEOUS ASSESSMENT	38570	-7870	0	0	0	0		<i>[initials]</i>		

Commissioner Williams moved to approve Exhibit "C" dated November 1, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "C"

CLERICAL ERROR																
Exhibit: <u>C</u>		Date: <u>11/01/21</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
212158	2021	0000-00-00	2021-10-21	18-7.0-35-003-001-018.333	CUNNINGHAM ANDREA	CLERICAL ERROR	31170	26990	0	0	17500	-39840		<input checked="" type="checkbox"/>		

INSURANCE DISCUSSION

John Akers, Insurance Broker of Record for Taney County Representing Ollis|Akers|Arney, was present.

Discussion ensued.

RECESS: 9:26 A.M.

RECONVENE: 9:37 A.M.

ROAD AND BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Devin Huff, Road & Bridge Administrator, Denzil Brown, Assistant Road & Bridge Administrator, Noah Prahlow, and Kim Lovelace, Deputy Clerk.

EXECUTIVE SESSION: 9:55 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & 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: 10:37 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Commission 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 11:27 A.M.

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

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