

**OFFICIAL
COMMISSION MINUTES
FEBRUARY 5th, 2018 7th DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:44 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

Prayer and Pledge

FORMAL AGENDA

The County Commission met in the Commission Hearing Room at 9:08 a.m. with Mike Scofield (present), Brandon Williams (teleconference), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 9:09 a.m.

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #448348 thru #448412, two journal entries and no warrants. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

Commissioner Wyatt made a motion to Approve Payroll. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVE PREVIOUS MEETING MINUTES

Commissioner Williams moved to Approve Previous Meeting Minutes for January 29th, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes for January 29th, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BOARD APPOINTMENT – BOARD OF ADJUSTMENT

There are three applicants for the term of January 1st, 2018 to December 31st, 2021 for a four year term. The applicants are David Herd, Rosalind Slavik, and Neil Murphy.

Scott Starrett, Planning and Zoning Administrator, was present to answer any questions about the applicants.

Discussion ensued.

Mr. Starrett recommended Mr. Herd.

Commissioner Williams moved to appoint Mr. Herd to the Board of Adjustment for a four year term starting January 1st, 2018 thru December 31st, 2021. Commissioner Wyatt seconded. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

EARLY RETIREMENT/INSURANCE DISCUSSION

Presiding Commissioner Scofield received an email back from Mr. Akers who still does not have all the answers back from multiple questions.

Presiding Commissioner Scofield wants to table till questions get answered.

Discussion ensued.

Commissioner Wyatt made a motion to table the Early Retirement Discussion until the Commission hears from their provider. Commissioner Williams seconded. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

INTERGOVERNMENTAL COOPERATIVE AGREEMENT – CITY OF HOLLISTER File #18-005CM

Presiding Commissioner Scofield read a letter from Travis Elliot, Taney County Commission Attorney, who read the Intergovernmental Cooperative Agreement and approved to form as revised.

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 1st day of February, 2018, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Hollister, Missouri ("City"), a city of the fourth classification.

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 City desires to utilize and occupy Hangar No. 1 for general operations and storage at the Graham-Clark Airport in consideration for performing certain maintenance and repair at the facility and the County desires to permit the City to utilize and occupy the premises on the terms and conditions set forth in this Agreement; and

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

1. Term. The term of this Agreement shall be from March 1, 2018, to March 1, 2020. The term of this Agreement may be extended by the parties, on a monthly basis, at the option of the parties, on the same terms and conditions as the initial term. A party shall provide at least thirty (30) days' advance notice of its desire to extend the term of the Agreement prior to the expiration of the then current term.

2. Use of Hangar. County agrees to permit City to utilize Hangar No. 1 at the Graham-Clark Airport (the "Premises") during the term of this Agreement for the storage of maintenance equipment and an office in consideration for the obligations set forth in paragraph 3, below. City shall use the Premises solely for these purposes and no other and shall comply with all applicable laws, ordinances, and statutes during the term of this Agreement. City may not assign or permit the use of the Premises by others. City shall maintain insurance against damage to the contents and personal property stored in the Premises. The City agrees and acknowledges that County may store equipment at Hangar No. 1 during the term of this Agreement.

3. Hangar Alterations and Signage. During the term of this Agreement, City shall not remove or alter the exterior of the Premises and additions thereto without the written consent of County.

4. Damage to Premises. City shall carry general liability insurance on the Premises in an amount as agreed to by the parties, and property insurance for the Premises. City shall maintain insurance against damage to the contents and personal property stored therein.

5. Obligations of City. The City agrees to provide the following services during the term of this Agreement:

- a. General clean-up and maintenance of Hangar No. 1. The City will consult with the Airport Manager regarding determination of items to be disposed of as a result of clean-up activities in the Premises.
- b. Restore propane tank and restrooms in proper working order;
- c. Replace East overhead bi-fold door and repair interior lighting, including fixtures, in the portion of Hangar No. 1 occupied by the City;
- d. Repair and maintain access roadway leading to west end of the facility;
- e. Remove and maintain vegetation at and near the airport runway and ramp;
- f. Repair and maintain the roof of Hangar No. 1 in a good and workmanlike manner, including the front office, and all aspects of demolition for the former front office.

The City acknowledges and agrees that all work performed under this paragraph shall be subject to the inspection and approval by representatives of the County.

6. Legal Requirements. To the extent that the City utilizes contractors or a labor force that are not employees of the City to perform the obligations of the City under paragraph 5, the City agrees to comply with all relevant and applicable legal requirements, including but not limited to:

- a. Compliance with bidding and advertising requirements;
- b. Compliance with prevailing wage requirements;
- c. OSHA training requirements under section 292.675, RSMo.;
- d. Federal work authorization program requirements;
- e. Proof of lawful presence;
- f. Prompt Payment Act under section 34.057, RSMo.;
- g. Payment Bond requirements.

The City shall consult with representatives of the County to ensure that all applicable legal requirements are satisfied with respect to work performed by or on behalf of the City.

7. Insurance. The County shall maintain casualty insurance on the Premises during the term of this Agreement.

8. Assignment. This Agreement may not be assigned by either party without written consent by the other party.

9. Termination. Either party may terminate this Agreement at any time, with or without cause, during the term, by providing thirty (30) days advance written notice of termination for any of the following reasons or under any of the following circumstances:

- a. Due to a material breach of any term or condition of this agreement, or
- b. If in the opinion of the Taney County Commission delivery of products is delayed or products delivered are not in conformity with requirements, specifications or variances authorized by County, or

c. If appropriations are not made available and budgeted for any calendar year.

City agrees to remove all personal property of the City from the Premises and to forfeit the Premises in a condition substantially similar to its original condition, usual wear and tear excepted, within sixty (60) days from the date of notice of termination of this Agreement by either party. Any and all personal property and fixtures of City remaining on the Premises at the termination of the Agreement shall be deemed by the County to be abandoned property and shall be disposed of as deemed appropriate by the County. City shall thereafter have no right or claim against the County for disposal of any personal property or fixtures remaining on the Premises at the termination of the Agreement, and by this provision, City consents to disposal of any and all property remaining on the Premises in such manner as County deems appropriate.

10. **Notices.** All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified mail and shall be deemed properly given if tendered at the addresses set forth below or at such other address as either party shall designate by written notice to the other:

If to County: Taney County Commission
P.O. Box 1086
Forsyth, Missouri 65653

If to City: City of Hollister
P.O. Box 638
Hollister, Missouri 65673

11. **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.

12. **Amendments.** This Agreement may not be amended, altered, or modified except by an instrument in writing duly executed by the parties hereto.

13. **Severability.** If any provision of this Agreement or any application thereof is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions or any application thereof shall not be affected or impaired.

14. **Section Headings.** Section headings are for convenience only and shall have no legal effect or significance.

15. **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 specifications or contractual agreement.

16. **Governing Law; Venue.** This Agreement shall be governed by the laws of the state of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

17. **Authority.** The parties represent and warranty that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their representative officers or officials.

THE CITY OF HOLLISTER

David G. Tate
By: DAVID G. TATE
MAYOR

ATTEST:

Bridget Epps
BRIDGET EPPS
CITY CLERK



TANEY COUNTY, MISSOURI

Mike Scofield
By: MIKE SCOFIELD
PRESIDING COMMISSIONER

ATTEST:

Donna Neely
DONNA NEELEY
TANEY COUNTY CLERK

Commissioner Wyatt made a motion to approve the Intergovernmental Cooperative Agreement between the City of Hollister and Taney County, file #18-005CM. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TANEY COUNTY DETENTION CENTER – TYCO SIMPLEX – GRINNELL, INC File #18-001S

Presiding Commissioner Scofield read a letter dated February 1st, 2018 from Mr. Elliot who reviewed the agreement for the Taney County Detention Center and approved the agreement to form.

Sheriff Russell appeared before the commission to answer questions concerning this agreement.

AGREEMENT

for
Taney County Detention Center
Hardware & Software Repair, Replace, or Update / Installation & Post Installation Services

THIS AGREEMENT ("Agreement") dated the 5 day of February, 2018 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Tyco Simplex-Grinnell, Inc., of Springfield, Missouri 65807 (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual agreements and obligations of the parties contained herein, the parties agree as follows:

1. **Contract Documents.** The Contract Documents to this Agreement for the Taney County Detention Center, Hardware & Software Repair, Replace, or Update / Installation & Post Installation Services ("Services and Equipment") shall include the Contractor's Quote in response to County's Request, Reference # 333414321 (the "Quote") and Contractor Scope of Work document, 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.** All services, repairs, installation, and materials provided under this Agreement shall not exceed the price as quoted of: \$299,048.00. All charges and costs are covered through cooperative purchasing County membership #26250 with NJPA (National Joint Powers Alliance), and the NJPA National Contract #031913-SGL with Contractor.

3. **Contract Duration.** This Agreement shall commence on the 5 day of February, 2018, and continue for a period of 12 months through 4 day of February, subject to the provisions for termination specified below. This Agreement may be renewed beyond the initial term by the order of the County for one (1) additional year subject to the condition that there shall be no fee increases during the one year renewal term.

4. **Term & Supply Service.** The County agrees to purchase the Services and Equipment from the Contractor and the Contractor agrees to supply the County all Services and Equipment described in this Agreement and the Contract Documents, for the prices set forth herein, and as needed and ordered by County. Contractor shall act as the primary supplier for Jail Hardware & Software Maintenance Services for the County during the term of this Agreement. Services and Equipment will be performed and provided on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Sheriff's Department and Taney County Buildings and Grounds Department.

5. **Billing and Payment.** All billing shall be invoiced with specific department information and include quote reference #333414321 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees

to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. **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.

7. **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.

8. **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. Due to a material breach of any term or condition of this agreement, or
- b. If in the opinion of the Taney County Commission delivery of products is delayed or products delivered are not in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

9. **Governing Law; Venue.** This Agreement shall be governed by the laws of the state of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this agreement.

"Contractor" Tyco Simplex-Grinnell, Inc.

April Plank
APRIL PLANK
Authorized Person (PRINT)

Operations Mgr's Local Market Director
Title

[Signature]

1/30/18
Date

[Signature]
Date

Address: Tyco Simplex-Grinnell, Inc.
2757 S. Austin Ave.
Springfield, Mo. 65807

Taney County Missouri

By: *Mike Scofield*
Mike Scofield, Presiding Commissioner

2/5/18
Date

[Signature]

Attest: *Donna Neely*
Donna Neely, County Clerk

AUDITOR CERTIFICATION

In accordance with 50.660, RSMo, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Keith L. Lindley 2-5-18
Signature Date Appropriation Account

Commissioner Wyatt made a motion to approve the Taney County Detention Center agreement with Simplex-Grinnell and Taney County #18-001S. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES File #18-003S

Presiding Commissioner Scofield read a letter dated February 2nd, 2018 from Mr. Elliot who reviewed the First Amendment to the Agreement for the Provision of Inmate Health Services and approved it to form.

Sheriff Russell was present to answer any questions concerning this agreement.

FIRST AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES, TANEY COUNTY, MISSOURI

The AGREEMENT entered into on August 9, 2013 by and between the County of Taney, Missouri (hereinafter "COUNTY"), the Taney County Sheriff (hereinafter "SHERIFF"), and Advanced Correctional Healthcare, Inc. (hereinafter "ACH"), is AMENDED as follows, effective February 5, 2018 at 12:01 A.M.

Section 1.14 is hereby amended as follows:

1.14 **MANAGEMENT SERVICES.** ACH will provide management services to include: a comprehensive Strategic Plan; Peer Review; CQI; and a Risk Management program specific to the FACILITY's medical operations.

Section 1.29.3 is hereby amended as follows:

1.29.3 **QUALIFIED MENTAL HEALTH PROFESSIONAL (QMHP).** ACH will provide an on-site Qualified Mental Health Professional for ten (10) hours per week on a schedule approved by the COUNTY. When approved by the COUNTY or designee, hours worked in excess of the contracted amount will be billed monthly to the COUNTY at the prevailing wage and benefit rate of the ACH employee. For all hours of absence, ACH endeavors to provide replacement coverage, and if it is unable to do so, ACH's Director of Mental Health Services and the COUNTY or designee will negotiate a mutually agreeable remedy.

Sections 3.0 through 3.0.0 are hereby amended as follows:

3.0 **ANNUAL AMOUNT/MONTHLY PAYMENTS.** The annualized amount to be paid by the COUNTY to ACH under this AGREEMENT is to be two hundred ninety-nine thousand four hundred thirty-nine dollars and twenty-one cents (\$299,439.21). The COUNTY will make monthly payments of twenty-four thousand nine hundred fifty-three dollars and twenty-seven cents (\$24,953.27), which is equal to 1/12 of the annualized amount, during the term of this AGREEMENT. ACH will bill the COUNTY approximately thirty (30) days prior to the month in which services are to be rendered. The COUNTY agrees to pay ACH within thirty (30) days of receipt of the bill.

3.0.0 **ANNUAL AMOUNT UPON RENEWAL.** Upon the annual anniversary of the commencement of services under this AGREEMENT, the annualized amount of increase for compensation will be the 12-Month Consumer Price Index (CPI) for medical care or zero percent (0%), whichever is higher. The CPI will be calculated from the most recent CPI data as published by the Bureau of Labor Statistics.

Sections 3.1.1.1 through 3.1.1.2 are hereby amended as follows:

3.1.1.1 **COUNTY INMATES.** When the ADP exceeds or falls below the contracted rate in any calendar quarter, the compensation variance will be figured on the average number of COUNTY INMATES above or below the contracted ADP for that quarter multiplied by the per diem rate of \$0.75 per inmate per day. (Example: If the ADP for a quarter is 10 above the contracted ADP, additional compensation due will be calculated as follows: 10 x \$0.75 x 91)

3.1.1.2 **NON-COUNTY INMATES.** To cover the cost of incidental medical expenses for NON-COUNTY INMATES (such as disposable medical supplies and biomedical waste disposal services), a separate per diem rate of \$0.22 per inmate per day will be assessed for each NON-COUNTY INMATE housed in the FACILITY in excess of the contracted NON-COUNTY INMATE ADP.

Sections 5.9 through 5.9.4 are hereby amended and renumbered as follows:

5.9 **HOLD HARMLESS AND INDEMNIFY.**

5.9.1 ACH will hold harmless and indemnify the COUNTY (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of ACH or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, the COUNTY will (i) give written notice thereof to ACH within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow ACH (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based.

5.9.2 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, the COUNTY will hold harmless and indemnify ACH (together with its respective employees) against any loss or damage, including reasonable attorneys' fees and other costs of litigation, solely caused or necessitated by the negligent, reckless, intentional, or deliberately indifferent conduct of the COUNTY or its employees, which is related to medical treatment or care provided by ACH. With respect to any claim for indemnification, ACH will (i) give written notice thereof to the COUNTY within a reasonable period following the event or occurrence as to which the right to indemnification is or may be asserted and (ii) allow the COUNTY (including the employees, agents, and counsel) reasonable access to any of its employees, property, and records for the purposes of conducting an investigation of such claim and for the purpose of obtaining statements, photographs, and taking such other steps as may be reasonable to preserve evidence of the occurrence on which the claim is based. Notwithstanding the foregoing, the COUNTY shall not be liable for damages to third parties who could not have brought suit against the COUNTY directly due to the governmental or sovereign immunity of the COUNTY.

Sections 5.11 through 5.11.4 are hereby amended and renumbered as follows:

5.11 **INSURANCE.** ACH will procure and maintain in effect throughout the term of this AGREEMENT insurance policies with coverage not less than the types and amounts specified in this section.

5.11.1 ACH will maintain professional liability insurance, including civil rights liability, with minimum limits of One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

5.11.2 ACH will maintain workers' compensation and employer's liability insurance covering its employees while on the FACILITY's premises that complies with the statutory minimum requirements in the applicable state(s).

5.11.3 **ADDITIONAL INSUREDS.** ACH will name the SHERIFF and the COUNTY as an additional insured for the sole negligence of ACH under the professional liability portion of insurance.

Section 5.12 is hereby amended as follows:

5.12 NOTICE. Any notice required or permitted to be given hereunder will be in writing and delivered to the respective addresses in this section or such other addresses as may be designated in writing by the applicable party from time to time, and will be deemed to have been given when sent. To the COUNTY: Taney County Correctional Facility, 266 Main Street, PO Box 1005, Forsyth, MO 65653; facsimile: 417-546-1072; email: sheriff@co.taney.mo.us. To ACH: Advanced Correctional Healthcare, Inc., Attn: Contracts Manager, 3922 West Baring Trace, Peoria, IL 61615; facsimile: 309.214.9977; email: alex.kinzinger@advancedch.com.

REASON FOR CHANGE: Increased QMHP hours; updated pricing; updated per diems; updated language; updated notice section.

AMENDMENT AGREED TO AND ACCEPTED:

ADVANCED CORRECTIONAL HEALTHCARE, INC.

Sherr Miller _____ Date _____
President & Chief Operations Officer

COUNTY OF TANEY, MISSOURI

Jimmie Russell _____ Date _____
Sheriff

Mike Scofield _____ Date 2/5/18
Mike Scofield
Presiding Commissioner

Brandon Williams _____ Date 2-5-18
Brandon Williams
Western District Commissioner

Sheila Wyatt _____ Date 2/5/18
Sheila Wyatt
Eastern District Commissioner

Please complete and return via fax to 309.214.9977 or email to alex.kinzinger@advancedch.com

If this contract is not returned to ACH by February 4, 2018, the price may be subject to increase.

3 of 3

ATTEST

On this 5th day of February, 2018, before me personally appeared Mike Scofield, Presiding Commissioner, and said Commissioner acknowledged said instrument to be their free act and deed on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the First Amendment To The Agreement For The Provision Of Inmate Health Services, made and entered into by the Taney County Commission and signed on this 5th day of February, 2018.

Donna Neeley
Donna Neeley
Clerk of the Taney County Commission

CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, 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 First Amendment To The Agreement For The Provision Of Inmate Health Services, 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 obligation, if any, incurred by the terms of this First Amendment To The Agreement For The Provision Of Inmate Health Services.

By: _____
Rick Findley
Taney County Auditor

Date: _____

3a

Commissioner Wyatt moved to approve the First Amendment to the Advanced Correctional Health Care and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

FINANCIAL STATEMENT

Donna Neeley, Taney County Clerk, appeared before the Commission to present the Financial Statement for the Commission to review it.

Commissioner Wyatt made a motion that the Financial Statement as of December 31st, 2017 be entered into record and approved. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TITLE III EXPENDITURES AND UNOBLIGATED FUNDS

Donna Neeley remained before the Commission to talk about the Title III Expenditures and Unobligated Funds.

Secure Rural Schools and Community Self-Determination Act of 2000
Certification of Title III expenditures by participating county

The Secure Rural Schools and Community Self-Determination Act of 2000 (the Act), reauthorized in Public Law 110-343 and Public Law 112-141, requires the appropriate official of a county that receives funds under title III of the Act to submit to the Secretary concerned (the Secretary of Agriculture, or the Secretary of the Interior, as appropriate) an annual certification that the funds expended have been used for the uses authorized under section 302(a) of the Act. The Secretary concerned also is requiring the appropriate official to certify the amount of title III funds received since October 2008 that have not been obligated as of September 30 of the previous year.

The appropriate official of each participating county may use this form (see page 2) to report information to meet the requirements of the Act. Certification must be made by February 1 following each year title III funds are expended. Certain counties in Oregon receive title III payments initiated by both the Department of Agriculture and the Department of the Interior. If the county received Secure Rural Schools Act title III payments from more than one agency, the county must certify separately to each Secretary regarding the separate payment initiated by that agency. Submit the certification to the appropriate address below for the respective agency.

All counties expending title III funds received from Forest Service payments are to submit the annual certification by one of the following methods:

Mail:	e-mail:	FAX:
Secretary of Agriculture c/o U.S. Forest Service Payments to States Coordinator Albuquerque Service Center, B&F SWAMIAS/ASR 101B Sun Avenue NE Albuquerque, NM 87109	asc_asr@fs.fed.us	877-684-1422

Certain counties in western Oregon expending title III funds received from payments from the Department of Interior for lands administered by the Bureau of Land Management are to submit a separate annual certification about the separate title III funds by one of the following methods:

Mail:	e-mail:	FAX:
Secretary of the Interior c/o BLM Oregon State Office State Director Office (OR931) Attn: Secure Rural Schools Coordinator P.O. Box 2985 Portland, OR 97208	(none available)	503-808-6021

Secure Rural Schools and Community Self-Determination Act of 2000
County's Certification of Title III Expenditures and Unobligated Funds.

Name of participating county and state:	Taney County, State of Missouri
Calendar year for which this report is submitted:	2017

EXPENDITURES	
Amount of title III funds expended this year to carry out authorized activities under the Firewise Communities program:	\$ Zero
Amount of title III funds expended this year to reimburse the participating county for emergency services performed on Federal land, as defined in the Act, and paid for by the participating county:	\$ Zero
Amount of title III funds expended this year to develop community wildfire protection plans in coordination with the appropriate Secretary:	\$ Zero
Total amount of title III funds expended this year for authorized uses:	\$ Zero

FUNDS NOT OBLIGATED	
Amount of title III funds received since October 2008 not obligated by September 30 of the year for which this report is submitted.	\$ 185,094.18

CERTIFICATION	
The expenditures reported above were for the uses authorized under section 302(a) of the Act. The proposed uses had a publication and comment period and were submitted to the appropriate Secure Rural Schools Act resource advisory committee(s) as required in Section 302(b) of the Act.	
The amounts reported as unobligated on September 30 are accurate and consistent with the county's accounting practices.	
Signature of certifying official: <i>Mike Scofield</i>	Date of certification:
Print or type name and title of certifying official: Mike Scofield, Presiding Commissioner	<u>1/30/18</u>

Presiding Commissioner *MS* Eastern Commissioner *SW* Western Commissioner *W*

9:33 a.m. Commissioner Williams entered.

COURT ORDERS

Wesley Shoemaker, Chief Deputy Clerk, and Lyn Wieneke, Deputy Assessor, came before the Commission to present Court Orders.

* Double Assessed Abatement #203657

DOUBLE ASSESSED														
	Date:	5/10/2018		Exhibit:	A									
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved
203657	2017	0000-00-00	2018-01-31	04-4-0-19-003-009-016.001	DELETED - COMBINED W/ 16	DOUBLE ASSESSED	0	-1220	0	0	0	0		✓

Commissioner Wyatt made a motion to approve Exhibit A, Abatement #203657, dated February 5th, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

* Personal Property Paid Abatements #300225 thru #300229

PP PAID ABATEMENTS											
	Date:	5/10/2018		Exhibit:	B						
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Disapproved	
300225	2017	PENDING	2018-01-25	1-84978-900	BAKKEN LAWRENCE A	ASSD VEH IN MO AND SD, TAGGED IN SD	7831	-8890	✓		
300226	2017	PENDING	2018-01-29	1-75792-900	RALEY RODNEY A & NECIA B (MABE)	BOAT AND MOTOR DOUBLE ASS'D	9780	-430	✓		
300227	2017	PENDING	2018-01-30	1-51598-900	RUDD JAMES & KATHY	PAID ON LEASED VEHICLE	1890	-7960	✓		
300228	2017	PENDING	2018-01-30	1-108109-900	ZIEMKE ERVIN DAVID	PAID ABATEMENT CHANGE	0	-4260	✓		
300229	2017	PENDING	2018-01-30	1-91541-900	ROSS LARRY R & JULIANN M	OFFICE ERROR	27560	-4720	✓		

Commissioner Williams moved to approve Exhibit B dated February 5th, 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PERSONAL PROPERTY ADD ON'S

Wesley Shoemaker, Chief Deputy Clerk and Lyn Wieneke, Deputy Assessor, came before the Commission to present Court Orders.

Commissioner Williams moved to accept and approve the Personal Property Add On's for January 2018. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PENALTIES & INTEREST – CAMP BARNABUS

Donna Neeley was present and explained the actions that Camp Barnabus should have taken.

Commissioner Williams moved to table Penalties & Interest for Camp Barnabus to next Monday. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BID AWARD FOR VICTOR CHURCH ROAD BRIDGE

Ron Erickson, Taney County Purchasing Advisor, and Devin Huff, Road and Bridge Assistant Administrator, came before the commission to present the Bid Award for Victor Church Road Bridge



JANUARY 31, 2018

TANEY COUNTY COMMISSION
P.O. BOX 1018
FORSYTH, MO 65653

RE: RECOMMENDATION BID AWARD
VICTOR CHURCH ROAD BRIDGE
REINFORCING STEEL AND BEAM PACKAGE

Dear Commissioners:

We have reviewed the bid packages submitted on January 31, 2018. Based on these documents we recommend award of the reinforcing steel and beam package to Viebrock Sales & Service, LLC, with their bid of \$37,597.79 and \$113,378.60, respectively. This totals \$150,976.39.

If you have any questions or need additional information, please feel free to contact our office at (417) 886-7171.

SINCERELY,

SPENOER JONES, PE
PRINCIPAL

2828 S. Ingram Mill Rd. Springfield, MO 65804 Phone 417-886-7171 Fax 417-886-7591 www.greatstreng.com



County of **TANEY** State of Missouri

TANEY COUNTY COURTHOUSE
P.O. BOX 1018 FORSYTH, MO 65653
(417) 546-7268 FAX: (417) 546-7710

Randy Haes
Road and Bridge Administrator

Kathy Roberts
Office Manager

Angie Edwards
Clerk

Date: February 2, 2018

Re: Victor Church Road Bridge reinforcing steel and I beam package

To: Taney County Commission

Dear Commissioners,

I have asked GRE to review the two bids received for Victor Church Rd. Bridge to make sure they meet the specifications within the engineered plans. I agree with their recommendation to award to Viebrock Sales & Service, LLC. With their bid total of \$150,976.39 dollars for reinforcing steel and I beam package.

Randy Haes

Taney County Highway Administrator

Commissioner Williams moved to award bid for Victor Church Road Bridge Project to Viebrock Sales & Service, LLC for a total of \$150,976.39. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

FILL DIRT AGREEMENT – LARRY C ANDERSON

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Larry C Anderson and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

FILL DIRT AGREEMENT – ROD JUSTUS

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Rod Justus and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR TRANSFER STATION SCALE REPAIRS ACCURATE SUPERIOR SCALE COMPANY #18-009RB

Presiding Commissioner Scofield read a letter dated January 29th, 2018 from Mr. Elliot who reviewed the agreement and approved to form.

No 18-009R

AGREEMENT
for
TRANSFER STATION SCALE REPAIRS

THIS AGREEMENT dated the 5th day of February, 2018, is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" an Accurate Superior Scale Company, Inc. of St. Louis, 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 for all necessary repair work to the Taney County Transfer Station Scale, shall include the Contractor's bid response to County's Request For Bid # 201712-392 and any applicable addenda which are attached heret 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 conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the items, services, and necessary repair work per the Contractor's bid response, and for the prices set forth in the Contractor's response, and as ordered by County, certain unusual circumstances occur specific to services or repair work availability, the County may consider all other options, including the next lowest Bidder. In no event shall the total price paid by County exceed the total bid price of: \$14,850.00 - with the following stipulation. The total bid price is subject to a cap increase cost range of 6% to allow for unexpected issues during repair work. This is an absolute maximum. All repair work is to be performed / completed in compliance with State of Missouri Prevailing Wage Order #24 - also attached.

3. Contract Duration - This agreement shall commence on the date it is fully executed and terminate upon expiration of the applicable one (1) year warranty on repair work, details of which are included in the attached quote sheet to the signed bid, also as subject to the provisions of termination specified below. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as 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 201712-392 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. ALL invoices need to be issued, addressed, correctly to the specific department, not Purchasing. In the event of a billing dispute the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9 percent annum on disputed amounts withheld commencing from the last date that payment was due.

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.

No 18-009RB

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 Commission delivery of products is delayed or products delivered are not in conformity with bid specifications or variances authorized by County, or
c. If appropriations are not made available and budgeted for any calendar year.

8. Governing Law/Venue - This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this agreement.

"Contractor", Accurate Superior Scale Company, Inc.

Authorized Person (PRINT)

Signature

Date

Address: Accurate Superior Scale Company, Inc.
5404 Jedmed Court
Saint Louis, Missouri 63129

Taney County Missouri
By: Taney County Commission

Mike Scofield, Presiding Commissioner
2/5/18 Date

Attest:

Donna Neeley, County Clerk
2/6/18 Date

AUDITOR CERTIFICATION:
In accordance with RSMo 50.650, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Signature Date Appropriation Account

Commissioner Williams moved to approve agreement by and between Taney County and Accurate Superior Scale Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS

9:52 a.m.

RECONVENE

Commission Conference Room

1:39 p.m.

WORK SESSION REGARDING BRANSON ADVENTURES TIF PLAN

Present: Rick Findley, Taney County Auditor; David and Andrew Cushman, Cushman Properties LLC.

EXECUTIVE SESSION

1:46 p.m.

EXECUTIVE SESSION PER 610.021.12 (CONTRACTS)

See Executive session minutes for any motions made and votes taken.

END OF EXECUTIVE

4:08 p.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

The Commission met with their staff to review the day's agenda 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

4:30 p.m.

The Minutes were taken and typed by Deputy Clerk April Deal