

**OFFICIAL
COMMISSION MINUTES
MARCH 19th, 2018 14th DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY

The County Commission met in the Commission Conference Room at 8:36 a.m. with Mike Scofield (present), Brandon Williams (absent), and Sheila Wyatt (present).

The Commission met to review the day's agenda.

FORMAL AGENDA

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

Prayer and Pledge

CALL TO ORDER

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

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #448942 thru #449027, Warrant #6965 and six journal entries. 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 Previous Meeting Minutes dated March 12th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes March 6th and 12th, 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), 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).

BOARD APPOINTMENT—INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)

There is one applicant for the Industrial Development Authority Board which is Ryan Sanders for a 5 year term.

Commissioner Williams moved to table Board Appointment—Industrial Development Authority till after our Executive Session for legal. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

INDEPENDENT AUDIT SERVICE #17-151CM

Presiding Commissioner Scofield read a letter dated February 28th, 2018 from County Attorney Travis Elliot who approved it to form with corrections.

**AGREEMENT
for
Independent Audit Services**

THIS AGREEMENT ("Agreement") dated the 13th day of March, 2018 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and KPM CPAs, PC (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 Independent Audit Services shall include the Request for Proposal, the Contractor Independent Audit Services Proposal ("Proposal", attached as "Exhibit A"), and Engagement Letter, which are attached hereto and incorporated herein by reference. 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. **Price.** All services provided under this Agreement shall not exceed the price of \$21,000, for Independent Audit Services for fiscal year ending December 31, 2017 ("Price"), except that in the event expenditures of federal awards for the year ended December 31, 2017, exceed \$750,000, a single audit in accordance with the Uniform Guidance will be required and there will be an additional fee of \$3,500 for those procedures. In the event of renewal of this Agreement, the parties agree that the Price for subsequent fiscal years shall be governed by the Proposal.

3. **Contract Duration.** This Agreement shall be effective as of the date set forth above for performance of Independent Audit Services for the fiscal year ending December 31, 2017, subject to the provisions for termination. The County shall have the right to renew the Agreement for fiscal years 2018, 2019 and 2020, on the same terms and conditions as set forth in the Contract Documents and this Agreement, by providing written notice of the intent to renew to Contractor no later than December 1 of the fiscal year for which the Agreement is renewed.

5. **Billing and Payment.** All billing shall be submitted to the Taney County Auditor's Office. The County will issue progress payments based upon the percentage of work completed and accepted throughout the engagement and upon receipt of an invoice. Complete and final payment shall be due and payable thirty (30) days after completion and acceptance of all items required by the contract and upon receipt of a request for said payment.

6. **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 Auditor's Office, delivery of services is delayed or services performed 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.

7. **Binding Effect.** This Agreement shall be binding upon the parties hereto and its successors and assigns for so long as this agreement remains in full force and effect.

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

9. **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 Auditor's Office P.O. Box 1407 Forsyth, Missouri 65653
If to Contractor:	KPM CPAs, PC 1445 E. Republic Road Springfield, Missouri 65804

10. **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.

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

12. **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.

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

14. **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 claim regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

15. **Authority.** The parties represent and warrant that all actions necessary in order to create a legal, valid, and binding agreement between the parties have been taken prior to execution of this Agreement.

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

"Contractor" KPM CPAs, PC

Andrew Marmorek
Authorized Person (PRINT)

Shareholder
Title

[Signature]
Signature

3/8/18
Date

Address: 1445 E. Republic
Springfield, MO 65804

Taney County Missouri
By: Taney County Commission
[Signature]
Mike Scofield, Presiding Commissioner

3/19/18
Date

Attest: [Signature]
Donna Neeley, 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.)

[Signature] 3-19-18
Signature Date Appropriation Account

Commissioner Wyatt moved to sign the Independent Audit Service letter from KPM CPA PC #17-151CM to perform the audit. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BID RECOMMENDATION FOR BUILDING MATERIALS #201802-398

Ron Erickson, Taney County Purchasing, and Devin Huff, Road & Bridge Assistant Administrator, came before the commission to make a formal bid recommendation for Building Materials #201802-398 and made a recommendation for Herrman Lumber of Hollister, MO for the amount of \$7080.18.

Discussion ensued.

Presiding Commissioner [Signature]; Eastern Commissioner [Signature]; Western Commissioner [Signature]



BID AWARD TABULATION FORM

BID DATE: Wednesday March 14, 2018
BID FOR: Building Materials (Maint. Building)
BID NUMBER: RFB# 201802-398

RESPONSES RECEIVED (Company)	RESPONSE DETAILS
Meek's Building Center - of Branson, Mo.	\$8725.12
Ava Building Supply - of Ava, Mo.	\$8163.27
TANCO Lumber - of Forsyth, Mo.	\$8398.80
Herrman Lumber - of Hollister, Mo.	\$7080.18

Wednesday March 14, 2018: After opening responses from all of the above, listed companies today, initial details were noted and documented by Road & Bridge Staff Members Randy Haes and Devin Huff. Initial responses are detailed above with all packages being thoroughly reviewed by Mr. Haes & Mr. Huff. An agenda request has been made, and approved, to deliver a formal recommendation for award to the Taney County Commission on Monday March 19, 2018.

Monday March 19, 2018: The overall lowest bid response received was from Herrman Lumber of Hollister, Mo. which stands as the best choice for the county after a thorough review process by Mr. Haes and Mr. Huff. As such Mr. Huff recommended to the Taney County Commission to award to Herrman Lumber of Hollister, Mo. as the lowest Bidder. His letter also included here.

A motion was made to award as such and The Taney County Commission then voted unanimously to award to Herrman Lumber of Hollister, Mo.

Thank you.

Ron Erickson,
Director of Purchasing
Taney County Missouri
March 19, 2018

Commissioner Wyatt moved to award Bid Recommendation for Building Materials #201802-398 to Herrman Lumber for the amount of \$7080.18. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR RETAINING WALL BLOCKS #18-030RB

**AGREEMENT
for
RETAINING WALL BLOCKS**

THIS AGREEMENT dated the _____ day of _____, 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County" and Wilbert Funeral Services, Inc. (D/B/A Si Precast Concrete) of 1501 S. Empire Av Springfield, Missouri 65802 (-hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement for the purchase Retaining Wall Blocks ("Product"), shall include the Contractor's bid response to County Request For Bid # 201801-394 and any applicable addenda which are attached hereto or 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. Contract Price. Product provided under this Agreement shall not exceed the price as quote in attached bid response of: Price, and size, per block, by type (ea.); BASE \$87.18 (28"), M \$112.50 (41"), TOP \$148.24 (60"). And - average Price per square foot: \$20.15. The Cour agrees to purchase the Product from the Contractor and the Contractor agrees to sell it County the Product described in this Agreement and the Contract Documents, for the price set forth herein, and as needed and ordered by the County. If certain unusual circumstance occur specific to Product 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, details of which are attached to the signed bid, also as 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 clause 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 reference #201801-394 for tracking. Billings and invoices may only include the prices provided for in this Agreement. No additional fees or extra services not included, taxes, shall be included as additional charges in excess of the charges in this Agreement the Contract Documents. The County agrees to pay all correct statements within thirty days 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.

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 specifications

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. Due to 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.

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.

Taney County Missouri
By: Taney County Commission
"Contractor"; Wilbert Funeral Services, Inc.
(D/B/A Si Precast Concrete)

Authorized Person (PRINT)

Title

Signature

Date

Address: Si Precast Concrete
1501 S. Empire Ave.
Springfield, Mo. 65802

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.)

Date

Taney County Missouri
By: Taney County Commission

Mike Scofield, Presiding Commissioner

Date

Signature

Donna Neeley, County Clerk

Commissioner Williams moved to approve the Agreement by and between Taney County and Wilbert Funeral Services Inc. DBA Si Precast Concrete. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner MS; Eastern Commissioner SW; Western Commissioner W

AGREEMENT FOR DUMP TRUCKS #18-031RB

Presiding Commissioner Scofield read a letter dated March 15th, 2018 from Mr. Elliot who reviewed the agreement for the purchase of two Dump Trucks for the amount of \$308,520.00.

AGREEMENT
for
DUMP TRUCKS (2)

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Diamond International dba Summit Truck Group of Springfield, Mo. 65803 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 two (2) 2019 International HV513 -13' "Crown" bed, with snow plow requirements, Dump Truc ("Equipment"), shall include the Contractor's bid response to County's Request For Bid 201801-395 and any applicable addenda which are attached hereto and incorporated here by reference. Service or product data, specifications and literature submitted may l 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 tl Agreement shall prevail and control.

2. Contract Price. Equipment provided under this Agreement shall not exceed the price quoted in attached bid response of: \$154,260.00. (Each.) Grand total of: \$308,520.00 by tl agreement. If certain unusual circumstances occur specific to Equipment availability, tl County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed a terminate upon expiration of all applicable warranties, details of which are attached to t signed bid, also as subject to the provisions for termination specified below. This agreeem may only be extended by the order of the County subject to the pricing, and delivery claus as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information a include bid reference #201801-395 for tracking. Billings and invoices may only include t prices provided for in this Agreement. No additional fees or extra services not included, taxes, shall be included as additional charges in excess of the charges in this Agreement the Contract Documents. The County agrees to pay all correct statements within thirty days receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are availab when County makes payment as provided therein. In the event of a billing dispute, the Cour reserves the right to withhold payment on the disputed amount. In the event the billing dispu is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% p 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 successo 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 parti and supersedes any prior negotiations, written or verbal, and any other bid or bid specifici or contractual Agreement. This Agreement may only be amended by a signed writing execut with the same formality as this Agreement.

7. Termination. This Agreement may be terminated by the County upon thirty days advan written notice for any of the following reasons or under any of the following circumstances:

- a. Due to 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 c products delivered are not in conformity with specifications or variances authorize 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 Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regardi a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney Cou Missouri.

IN WITNESS WHEREOF the parties through their duly authorized representatives here execute this Agreement.

"Contractor" Diamond International dba Summit Truck Group.

Taney County Missouri
By: Taney County Commission

Authorized Person (PRINT) Mike Scofield, Presiding Commissione

Title 3/19/18 Date

Signature _____

Date _____

Attest: Donna Neeley
Donna Neeley, County Clerk

Address: Summit Truck Group
2635 E. Diamond Street
Springfield, Mo. 65803

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

Griff C. Family 3-19-18
Signature Date Appropriation Account

Commissioner Williams moved to approve the Agreement by and between Taney County and Diamond International DBA Summit Truck Group. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR 2018 DODGE CHARGER PURSUIT AWD SEDANS #18-032S

Presiding Commissioner Scofield read a letter dated March 15th, 2018 from Mr. Elliot who reviewed the agreement to purchase four Dodge Chargers and approved it to form with changes to the agreement.

AGREEMENT
for
2018 DODGE CHARGER PURSUIT ALL-WHEEL DRIVE SEDANS (4)

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and RML Branson Mo, LLC d/b/a Tri-Lakes Motors of Branson, Missouri 65616 (-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 four (4) 2018 Dodge Charger Pursuit All-Wheel Drive Sedans ("Equipment"), shall include the Contractor's bid response to County's Request For Bid # 201801-396 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. Equipment provided under this Agreement shall not exceed the price as quoted in attached bid response of: \$25,683.00 for each vehicle, with a grand total of \$102,732.00 for four vehicles. Contractor agrees to honor this bid price for the remainder of 2018 in the event County require the purchase of additional vehicles during said timeframe. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as 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 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 reference #201801-396 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.

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 advanc written notice for any of the following reasons or under any of the following circumstances:

- a. Due to 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.

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

IN WITNESS WHEREOF the parties through their duly authorized representatives heret execute this Agreement.

"Contractor" TRI-LAKES MOTORS

Taney County Missouri
By: Taney County Commission

Authorized Person (PRINT) Mike Scofield, Presiding Commissioner

Title 3/19/18 Date

Signature _____

Date _____

Attest: Donna Neeley
Donna Neeley, County Clerk

Address: Tri-Lakes Motors
180 State Hwy. F
Branson, Missouri 65616

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

Griff C. Family 3-19-18
Signature Date Appropriation Account

Commissioner Williams moved to approve the Agreement by and between RML Branson Missouri DBA Tri-Lakes Motors of Branson and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR FORD F-150 RESPONDER PATROL VEHICLE #18-033S

Presiding Commissioner Scofield read a letter dated March 15th, 2018 from Mr. Elliot who reviewed the agreement and approved it to form with changes to the agreement.

AGREEMENT
for
2018 FORD F-150 RESPONDER PATROL VEHICLE (1)

THIS AGREEMENT dated the _____ day of _____, 2018, is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and RML Branson Mo, LLC d/b/a TRI-LAKES MOTORS of Branson, Missouri 65616 (-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 one (1) 2018 Ford F-150 Responder Patrol Vehicle - Four Wheel Drive ("Equipment"), shall include the Contractor's bid response to County's Request For Bid # 201801-397 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. Equipment provided under this Agreement shall not exceed the price as quoted in the attached bid response of: \$38,899.00. (Each.) Contractor agrees to honor this bid price for the remainder of 2018 should County require more than one (1) like vehicle during said timeframe. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, and 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 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 reference #201801-397 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.

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- a. Due to 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 authorize 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 Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regard 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 here execute this Agreement.

Taney County Missouri
By: Taney County Commission

Mike Scofield, Presiding Commissioner

Authorized Person (PRINT) _____
Title _____ Date 3/19/18
Signature _____
Date _____
Attest: _____
Donna Neefley, County Clerk

Address: Tri-Lakes Motors
180 State Hwy. F
Branson, Missouri 65616

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 required if the terms of this contract do not create a measurable county obligation at this time.)

Signature Date 3-19-18 Appropriation Account

Commissioner Williams moved to approve the Agreement by and between Taney County and RML Branson Missouri DBA Tri-Lakes Motors of Branson. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS
9:33 a.m.

RECONVENE
Commission Conference Room
10:12 a.m.

EXECUTIVE SESSION
10:13 a.m.

EXECUTIVE SESSION PER SECTION 610.021.1 (LEGAL)
See Executive session minutes for any motions made and votes taken.

END OF EXECUTIVE SESSION
12:25 p.m.

RECESS
12:25 p.m.

RECONVENE
12:30 p.m.

BOARD APPOINTMENT—INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)
Commissioner Williams moved to appoint Ryan Sanders to the Board of Industrial Development Authority for a six year term beginning January 1st, 2018 to December 31st, 2023. Commissioner

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

DAILY STAFF REVIEW AND AGENDA REQUESTS

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

12:45 p.m.

The Minutes were taken by County Clerk Donna Neeley, and Deputy Clerk April Deal; the Minutes were typed by April Deal.