

**OFFICIAL
COMMISSION MINUTES
APRIL 30TH, 2018 5TH DAY OF
THE APRIL 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 9:01 a.m. with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL TO ORDER

Presiding Commissioner Scofield called the Commission meeting to order at 9:03 a.m.

COMMISSION REMARKS

None.

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #449563 thru #449635, no Warrants and one Journal entry/Transfer. 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 Executive Meeting Minutes dated April 23rd, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Previous Meeting Minutes dated April 23rd, 2018 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

INSURANCE OF EARLY RETIREMENT EMPLOYEE-LETTER TO COX HEALTH #18-017CM

Commissioner Wyatt moved to approve Commissioner Scofield signing the Early Retirement Policy letter to Cox Health Policy No. C-12306. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR MICROFILM SCANNER #18-057REC

Presiding Commissioner Scofield read a letter dated April 26, 2018 from Commission Attorney, Travis Elliott, who approved the agreement to form.

Commissioner Williams moved to approve the agreement by and between Taney County and Missouri Document Solution LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AMENDMENT TO CENTURYLINK LOYAL ADVANTAGE AGREEMENT FOR 911 EQUIPMENT UPGRADE #18-051CM

Presiding Commissioner Scofield read a letter dated April 26, 2018 from Mr. Elliott, who approved the agreement to form.

Discussion ensued.

AMENDMENT TO CENTURYLINK LOYAL ADVANTAGE AGREEMENT
No. 18-051CM

THIS AMENDMENT NO. One (this "Amendment") by and between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and Taney County 911 ("Customer"), hereby amends the CenturyLink Loyal Advantage Agreement or Qwest Loyal Advantage Agreement, as applicable, Contract ID: 1117247, as may have been previously amended (the "Agreement"). For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Amendment, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. Except as set forth in this Amendment, capitalized terms will have the definitions assigned to them in the Agreement. All references to "Qwest Loyal Advantage" or "QLA" are hereby replaced with "CenturyLink Loyal Advantage".

CenturyLink and Customer wish to amend the Agreement as follows:

- Term. By checking one of the boxes below, Customer indicates that it is increasing the length of its existing Term. Customer understands and agrees that it may not decrease the length of its existing Term.

No Changes. Customer's existing Initial Term will remain in effect.

New Initial Term. The parties agree to start a new Initial Term that begins on the Amendment Effective Date. Customer's new Term is: **Select Term in Drop-down.**

Extension of the Initial Term. The parties agree to extend the existing Initial Term, which will retain the Agreement's existing Effective Date. Customer's new Term is: **Select Term in Drop-down.**
- Addition of Services. Customer is adding a new Service to the Agreement. If this Section 2 is not checked, Customer's existing Services as set forth in the Agreement will remain in effect. Customer's new Services are added as follows: **nila**

The attached contract document(s) associated with the addition of Service(s) may include, but is not limited to the following: Service Exhibit(s), Pricing Attachment(s), and Service Attachments, which are added to, and constitute a part of, the Agreement and the existing Service. The definition of Services in the Agreement will include the Services in the contract documents attached to this Amendment.
- Modifications. To the extent that the following provisions are not already in the Agreement or in a previous amendment, they are added through this Amendment. The Agreement is amended as follows:

 - Updating the Table in IQ Data Bundle Offer Attachment, Addendum A, by adding the following:

Bandwidth	Rental CPE	Promo Code	Solution	Data Bundle Port MRC Includes Port and Rental CPE		
				Internet*	Private*	Enhanced*
5 Mbps #	Adtran	N/A	Standard			
		N/A	Standard			
		N891853	Pro			\$150

 - Updating the Table in Local Access Service Exhibit, Pricing Attachment, by adding the following:

NPANXX or CLI	Service Address	Loop Tracking ID	Type of Local Access	Minimum Service Term in Months (per Service)	Circuit Speed	Local Access Net Rate MRC	Install NRC
417546	266 MAIN ST FORSYTH MO 65653	180327843428	ELA Native - Single Core Medium	60	Fast Ethernet-5 Mbps	\$325.00	\$.00

3.1 General.

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AMENDMENT TO CENTURYLINK LOYAL ADVANTAGE AGREEMENT

- Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act (or ARRA) or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those functions and obligations is explicitly identified and agreed to by the parties in this Agreement or in an amendment to this Agreement.
- Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion access a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/invoice only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.
- CenturyLink's Information Services Schedule ("ISS"), Rates and Services Schedules ("RSS") and Tariff (which includes CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules) are posted at the following links and are incorporated by this reference:
 - The ISS is located at http://www.centurylink.com/tariff/clk_info_services.pdf
 - The International RSS is located at http://www.centurylink.com/tariff/clk_intl_intl_rss_no_2.pdf
 - The Interstate RSS is located at http://www.centurylink.com/tariff/clk_intl_intl_rss_no_3.pdf
 - The Tariff is located at <http://www.centurylink.com/tariff>

3.2 HIPAA. If the Agreement has a HIPAA section, then that section is deleted and replaced with the following HIPAA section, otherwise the following section is added to the Agreement.

CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(ii).

3.3 Private Line Services. If Customer is amending an Agreement already containing Optical Wavelength Service (f/k/a QCC CWavelength, Metro Private Line, EPL (f/k/a Ethernet Private Line), Metro EPL (f/k/a Metro Ethernet Private Line), Domestic Private Line, or E-Line Service Exhibits, the following section is added to those Service Exhibits and replaces any conflicting language in those Service Exhibits:

RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents that during the Service Term, more than 10% of its traffic will be interstate traffic.

3.4 Domestic Voice Services. If Customer is amending an Agreement already containing Domestic Voice Service, the following section is added to the Domestic Voice Service Exhibit:

Access Arbitrage. If CenturyLink determines the number of calls routed to CenturyLink using Access Arbitrage exceeds 11.4% of Customer's total call volume, CenturyLink will apply a per minute Access Arbitrage Fee to 95% of their high cost minutes. In addition, CenturyLink may immediately restrict, suspend, or discontinue Service used in connection with Access Arbitrage upon notice of such violation to Customer. Inbound and outbound per minute "Access Arbitrage Fees" are \$0.10 per minute for switched Services and \$0.05 per minute for dedicated Services. For more detailed information about Access Arbitrage, please refer to the RSS.

"Access Arbitrage" is the use of a scheme, device or any other means to exploit or benefit from the difference between the rates for Voice Services provided by CenturyLink and the originating or terminating charges imposed by the Local Exchange Carrier ("Access Arbitrage"). Examples of Access Arbitrage include: (i) using switching equipment or a call processing system (such as a prepaid card, calling card, or teleconferencing platform) to segregate calls and systematically route to CenturyLink calls that are characterized by a greater discrepancy between the access costs and the price charged by CenturyLink; (ii) routing calls through a call processing system such that the percentage of high cost minutes routed to CenturyLink using the Service is more than 11.4%; (iii) segregating calls within another carrier's network or a call processing system to systematically route calls to CenturyLink where the access costs exceed the price of long distance service provided by CenturyLink; (iv) transporting interstate traffic into a different state in order to cause the traffic to be rated by CenturyLink at a lower interstate rate than would otherwise apply; or (v) any other means to exploit or benefit from the difference between the rates for Services and the originating or terminating access charges imposed by the local exchange carrier.

3.5 No Resale; Compliance. The "No Resale; Compliance" section is replaced as follows:

3.5 Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a comprehensive information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

3.6 Transport Services. The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information (9-1-1 Data). Customer agrees to cooperate with CenturyLink regarding any identification with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

4. Pricing. Changes to pricing of CenturyLink's existing Services will be effective on the second full billing cycle following the Amendment Effective Date. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

5. Notices. All notices must be in writing. Notices are deemed given if sent to the addressee specified for a party either (a) by registered or certified U.S. mail, return receipt requested, postage prepaid, three days after such mailing; or (b) by national overnight courier service, next business day; or (c) by facsimile when delivered. If duplicate notices is also sent by regular U.S. Mail:

(a) Service Notices. All Customer notices for Service disconnect and termination must be sent via e-mail to: CenturyLink, Attn: BusinessDisconnect@centurylink.com except that notices for Services purchased under the Select Advantage Service Exhibit must be provided to the customer care number specified on Customer's invoice, and must contain the account name, account number, identification of the Service(s), and Service address(es). Such disconnect and termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required by a Service Exhibit. Customer's notice of non-renewal for Services must be sent via e-mail to: CenturyLink, Attn: CenturyLink Renewal, e-mail: Renewal@centurylink.com. All Customer notices for other routine operational notices will be provided to its CenturyLink sales representative. Failure to provide disconnect, termination and non-renewal notices in accordance with the terms of this Agreement may result in continued charges, and CenturyLink will not credit charges for such non-compliance.

(b) Legal Notice. All legal notices required to be given under the Agreement will be in writing and provided to CenturyLink at: 931 14th St., #600, Denver, CO 80202; Fax: 888-778-0054; Attn: Legal Dept., and to Customer as provided in the Agreement or in its absence, to Customer's address reflected in CenturyLink's records Attn: General Counsel.

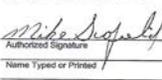
6. Miscellaneous.

6.1 On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC (f/k/a CenturyLink QCC) changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "f/k/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC. References in the Agreement to "Qwest Communications Corporation," "Qwest Communications Company, LLC," or "QCC" are replaced with "CenturyLink Communications, LLC."

6.2 This Amendment will be effective as of the date it is executed by CenturyLink after the Customer's signature (the "Amendment Effective Date") and will become part of the Agreement. All other terms and conditions in the Agreement shall remain in full force and effect and be binding upon the parties. This Amendment and the Agreement set forth the entire understanding between the parties as to the subject matter herein, and in the event there are any inconsistencies between the two documents, the terms of this Amendment will control. Using CenturyLink's electronic signature process for the Agreement is acceptable.

The undersigned parties have read and agree to the terms and conditions set forth in this Amendment.

CUSTOMER: TANAY COUNTY 911

Authorized Signature:  Name: Mike Scofield Title: Date: 4/3/18

CENTURYLINK COMMUNICATIONS, LLC

Authorized Signature:  Name: Tom R. Zrauer Title: Director, RELATIONSHIP MANAGER Date: 4/3/18

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AMENDMENT TO CENTURYLINK LOYAL ADVANTAGE AGREEMENT

ATTEST

On this 30 day of April, 2018, before me personally appeared Mike Scofield, Presiding Commissioner, and said Commissioner acknowledged said instrument to be his 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 Agreement, made and entered into by the Taney County Commission and signed on this 30 day of April, 2018.


Donna Neeley
Clerk of the Taney County Commission

CERTIFICATION OF TANAY 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 Agreement, 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 Agreement.

By: 
Rick Findley
Taney County Auditor

Date: 4/30/18

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Commissioner Williams moved to approve the amendment to CenturyLink Loyal Advantage Agreement for 911 Equipment Upgrade #18-051CM. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

CHANGE ORDER TO CENTURYLINK LOYAL ADVANTAGE AGREEMENT FOR 911 EQUIPMENT UPGRADE #18-051CM

Discussion ensued regarding the change order for Centurylink Loyal Advantage Agreement.



Contract Change Order/Amendment

Date: April 17, 2018

Customer Name	Taney County	Revision of Agmt Date:	April 17, 2018
Customer #		Original Contract Amount (Prestax)	\$87,276.55
Oracle Job #	200000859	Previous Change Order (Prestax)	
Change Order #	1	This Change Order (Prestax)	\$13,402.38
Scheduled Customer Order:	TBD by PM	Revised Contract Amount (Prestax)	\$100,678.93
Change in Customer Order:	N/A	Add to Lease?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Description of Revision:	Additional equipment needed		

Qty	Oracle	Item Description	Unit Price	Extended Price	Labor Hours	Extended Labor Price
		PARTS	\$0.00	\$0.00		\$0.00
		2 91271924	\$0.00	\$0.00		\$0.00
		4 91271959	\$2,500.00	\$5,000.00		\$5,000.00
		4 P10227	\$1,079.50	\$4,318.00		\$4,318.00
		Module Transceiver SFP Gigabit Ethernet Multi Fibers	\$340.91	\$1,363.64		\$1,363.64
		SUPPORTLABOR	\$0.00	\$0.00		\$0.00
1	950104	Professional Services (Per Day)	\$1,704.55	\$1,704.55		\$1,704.55
1	950575	Living Expense Per Day Per Person	\$227.27	\$227.27		\$227.27
1	950619	Project Management Services	\$252.27	\$252.27		\$252.27
		QINTR-Airbus	\$0.00	\$0.00		\$0.00
		Centurylink Labor	\$107.26	\$0.00	5.00	\$536.45
			\$0.00	\$0.00		\$0.00
			\$0.00	\$0.00		\$0.00
Total of this Revision:				\$12,865.93	5.00	\$536.45

Configuration and Pricing Approved by: Catherine D. O'By on behalf of Nancy Serafino, Sr. Sales Engineer

CenturyLink and customer agree to the terms and conditions of the above stated revision(s), and that payment for such revision(s) shall be due on date of next scheduled invoice point.

CenturyLink and customer further agree that such terms and conditions supersede any contrary terms and conditions contained in the Contract. All other terms and conditions of the Contract shall remain the same.

Customer:	CenturyLink:
By: <u>Mike Scofield</u>	By: <u>Catherine D. O'By</u>
Title: <u>Commissioner</u>	Title: <u>Elisabel de la Hoz</u>
Date: <u>4/30/18</u>	Date: <u>4/20/2018</u>

ATTEST

On this 30 day of April, 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 Agreement, made and entered into by the Taney County Commission and signed on this 30 day of April, 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 Agreement, 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 Agreement.

By: Rick Findley
Rick Findley
Taney County Auditor

Date: 4/30/18

Commissioner Wyatt moved to approve Change Order No. 1 to CenturyLink Loyal Advantage Agreement for 911 Equipment Upgrade file #11-051CM. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ANIMAL CONTROL JURISDICTIONAL AGREEMENT – CITY OF FORSYTH #18-002AC

Commissioner Wyatt moved to approve the agreement between the City of Forsyth and Taney County for Animal Control file #18-002AC. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

NOTICE OF RENEWAL – ASPHALT MATERIALS 6.1 (COASTAL ENERGY CORPORATION) #18-056RB (A&B)

Commissioner Williams moved to approve the notice of renewal for Asphalt Materials by and between Taney County and Coastal Energy Corporation. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the notice of renewal by and between Taney County and Vance Brother Inc. for asphalt materials. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 18-056RB(a)

NOTICE OF RENEWAL

To: Coastal Energy Corporation, Chad Odle, Authorized Representative, P.O. Box 218, Willow Springs, Missouri, 65793

Notice is given that the County of Taney, Missouri hereby renews its agreement with Coastal Energy Corporation, for asphalt materials (6.2), commencing May 15, 2018, for a period of (1) one year, which will expire on May 15, 2019. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 4/30/18

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: Donna Neeley
Donna Neeley, County Clerk

Date: 4/30/18

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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 obligations scheduled to be incurred under this Notice of Renewal.

By: Rick Findley
Rick Findley, Taney County Auditor

Date: 4/30/18

No. 18-056RB(b)

NOTICE OF RENEWAL

To: Vance Brothers, Inc., Adam Haas, Authorized Representative, 5201 Brighton, Kansas City, Missouri, 64130

Notice is given that the County of Taney, Missouri hereby renews its agreement with Vance Brothers, Inc., for asphalt materials (6.2), commencing May 15, 2018, for a period of (1) one year, which will expire on May 15, 2019. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 4/30/18

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: Donna Neeley
Donna Neeley, County Clerk

Date: 4/30/18

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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 obligations scheduled to be incurred under this Notice of Renewal.

By: Rick Findley
Rick Findley, Taney County Auditor

Date: 4/30/18

NOTICE OF RENEWAL FOR ASPHALT MATERIALS #18-053RB (A, B & C)

Presiding Commissioner Scofield read a letter dated April 21, 2018 from Mr. Elliott, who approved the notice of renewal to form.

Commissioner Williams moved to approve the Notice of Renewal for the agreement by and between Asphalt and Fuel Supply LLC and Taney County. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Notice of Renewal for the agreement by and between Coastal Energy Corporation and Taney County. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Notice of Renewal for the agreement by and between APAC Central Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 18-053RB(a)

NOTICE OF RENEWAL

To: APAC-Central, Inc., Kirt Younger, Authorized Representative, 755 Millsap Road, Fayetteville, Arkansas, 72703

Notice is given that the County of Taney, Missouri hereby renews its agreement with APAC-Central, Inc., for asphalt materials, commencing May 15, 2018, for a period of (1) one year, which will expire on May 15, 2019. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 4/30/18

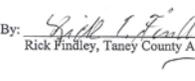
ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 4/30/18

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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 obligations scheduled to be incurred under this Notice of Renewal.

By: 
Rick Findley, Taney County Auditor

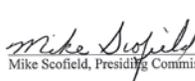
Date: 4/30/18

No. 18-053RB(b)

NOTICE OF RENEWAL

To: Asphalt and Fuel Supply, LLC, Mark Lancaster, Authorized Representative, 4200 E. Skelly Drive, Suite 600, Tulsa, Oklahoma, 74135

Notice is given that the County of Taney, Missouri hereby renews its agreement with Asphalt and Fuel Supply, LLC, for asphalt materials, commencing May 15, 2018, for a period of (1) one year, which will expire on May 15, 2019. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 4/30/18

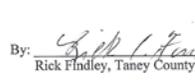
ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 4/30/18

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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 obligations scheduled to be incurred under this Notice of Renewal.

By: 
Rick Findley, Taney County Auditor

Date: 4/30/18

No. 18-053RB(c)

NOTICE OF RENEWAL

To: Coastal Energy Corporation, Chad Odle, Authorized Representative, P.O.Box 218, Willow Springs, Missouri, 65793

Notice is given that the County of Taney, Missouri hereby renews its agreement with Coastal Energy Corporation, for asphalt materials, commencing May 15, 2018, for a period of (1) one year, which will expire on May 15, 2019. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 4/30/18

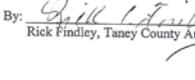
ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 4/30/18

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Notice of Renewal 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 obligations scheduled to be incurred under this Notice of Renewal.

By: 
Rick Findley, Taney County Auditor

Date: 4/30/18

AGREEMENT FOR ASPHALT – LAID IN PLACE (3.2) #18-058RB (A&B)

Commissioner Wyatt moved to approve the agreement between Leo Journagan Construction Company and Taney County, agreement #18-058RB (A). Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the agreement between Table Rock Asphalt Company and Taney County, file #18-058RB (B).

Commissioner Wyatt amended her motion to say moved to approve the agreement between Table Rock Asphalt Construction in Branson and Taney County, for asphalt laid in place as a secondary supplier. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR ASPHALT – PICKED UP AT BIDDERS PLANT (3.3-3.4) #18-058RB (A&B)

Presiding Commissioner Scofield read a letter dated April 30, 2018 from Mr. Elliott, who approved the agreement as described in paragraph 1 and 2.

Commissioner Wyatt moved to approve the Table Rock Asphalt Construction Company for asphalt picked up at Bidders Plant as primary supplier between Table Rock Asphalt Company and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Agreement by and between Taney County and Leo Journagan Construction Company for asphalt picked up at bidder's plant or delivered to county facilities, secondary supplier. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR CONCRETE (3.1) #18-059RB (A&B)

Presiding Commissioner Scofield read a letter dated April 27, 2018 from Mr. Elliott, who approved the agreement to form.

Commissioner Wyatt moved to approve the Agreement between Conco Companies of Springfield as primary supplier and Taney County for Concrete. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to the Agreement by and between Table Rock Asphalt Construction and Taney County labeled as concrete secondary supplier. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR TACK OIL #18-060RB

Presiding Commissioner Scofield read a letter dated April 27, 2018 from Mr. Elliott, who approved the agreement as to form.

Commissioner Wyatt moved to approve the Agreement between Coastal Energy Corporation of Willow Springs, Missouri and Taney County for Highway Tack Oil. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

QUIT CLAIM DEED – WAYNE NEWCOME & VALERIE A. NEWCOME

Commissioner Williams moved to approve and allow Presiding Commissioner Scofield to sign the quit claim deed by and between Wayne Newcome and Valerie Newcome (husband and wife) and Taney County. Commissioner Wyatt seconded with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BID RECOMMENDATION FOR COUNTY TAX SALE #201803-406

Ron Erickson, Taney County Purchasing Advisor, and Mona Cope, Taney County Collector, came before the Commission to speak of the Bid Recommendation for the County Tax Sale. Mrs. Cope recommended awarding Taney County Times.

Commissioner Williams moved to award Bid #201803-406 to Branson Tri-lakes News. Motion dies for lack of second.

Discussion ensued.

Commissioner Wyatt moved to award the bid to the Taney County Times upon the recommendation given to us by the Taney County Collector for the Annual Tax Sale Publication for 2018. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (nay), and Wyatt (aye).

BID RECOMMENDATION FOR GUARDRAIL #201803-407

Mr. Erickson was joined by Devin Huff, Road & Bridge Assistant Administrator, to present the Bid Recommendation for Guardrail. Mr. Huff recommended awarding Highway Safety Solutions.

Commissioner Williams moved to award bid #201803-407 to Highway Safety Solutions. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Chuck Pennel, Taney County Assessor, and Wesley Shoemaker, Chief Deputy Clerk, came before the Commission to present Court Orders.

*Personal Property Paid Abatements #300242 thru #300245

Discussion ensued.

Commissioner Wyatt moved to approve Exhibit A of Abatements for April 30, 2018. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS

10:08 a.m.

RECONVENE

10:32 a.m.

ROUND TABLE DISCUSSION – CITY OF BRANSON RECYCLE PROGRAM

(Taney County Commission Conference Room)

Topic rescheduled for a later date.

EXECUTIVE SESSION

10:32 a.m.

EXECUTIVE SESSION PER SECTION 610.021.12 (CONTRACTS)

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

EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)

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

END OF EXECUTIVE SESSION

11:56 a.m.

DAILY STAFF REVIEW & 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
12:12 p.m.

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