

**OFFICIAL
COMMISSION MINUTES
JANUARY 28th, 2019 4th DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

Prayer and Pledge

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the Commission meeting to order at 9:02 a.m.

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve checks #453307 – 453363, Warrant #7138. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve regular meeting minutes for January 22, 2019. Commissioner Wyatt seconded the motion for discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR CHIP SPREADER G.W. VAN KEPPEL CO. #19-004RB

Commissioner Williams moved to table the agreement with Chip Spreader G.W. Van Keppel Co. to February 4, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR DUMP TRUCKS (3) THE LARSON GROUP, INC #17-002RB

Commissioner Wyatt moved to approve the agreement for three dump trucks with The Larson Group, Inc. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-002RB
AGREEMENT for DUMP TRUCKS (3)
THIS AGREEMENT dated the <u>28th</u> day of <u>January</u> , 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and The Larson Group Inc./Peterbilt of Springfield, Mo. (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 to purchase three (3) Model 365 Dump Trucks ("Equipment") shall include the vehicle summary, the County specifications, and the cooperative purchasing contract documents of Sourcewell (formerly NJPA) Contract #081-716-PMC, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed the price as quoted by the aforementioned Sourcewell contract of \$181,390.00 (each), and a grand total of \$544,170.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.
3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.
4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR STOP STICKS (30) STOP STICK LTD #19-005S

- Held until Sheriff Russell could be present.

NOTICE OF RENEWAL – TYCO SIMPLEX – GRINNELL, INC TANEY COUNTY DETENTION CENTER – HARDWARE/SOFTWARE – REPAIR /REPLACE/UPDATE/INSTALLATION & POST INSTALLATION SERVICES #18-001S

- Held until Sheriff Russell could be present.

COURT ORDERS

Wesley Shoemaker, Chief Deputy Clerk and Chuck Pennel, Assessor presented Court Orders to the Commission.

Commissioner Williams moved to approve Exhibit A dated January 28, 2019 (Exemption #204341). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit A*

ERRONEOUS ASSESSMENT															
		Date: 28 Jan 2019			Exhibit: A										
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Disapproved
204341	2018	0000-00-00	2019-01-24	18-6.0-13-001-001-038.000	D/P 38.000 COMBINE WITH 20.000	ERRONEOUS ASSESSMENT	0	-1680	0	0	0	0		X	

Commissioner Williams moved to approve Exhibit B dated January 28, 2019 (Personal Property Paid Abatements #300282 & #300283). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit B*

PP PAID ABATEMENTS											
		Date: 28 Jan 2019			Exhibit: B						
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Disapproved	
300282	2018	PENDING	2019-01-22	1-116623-900	TURNER ASHLEY	INCORRECT ASSESSMENT	5260	-1180	X		
300283	2018	PENDING	2019-01-23	1-20558-900	BAKER JOHN E & DENISE	TAXPAYER PAID FOR AN RV WHEN IT WAS A CAMPER	11249	-14970	X		

TANEY COUNTY TRANSPORTATION ADVISORY BOARD UPDATE

Doug Muller and Rick Ziegenfuss with TCTAB were present.

Commissioner Williams moved to add to the board member section page #1 of the Taney County Transportation Advisory Board Charter: in addition to the board members representing each of the seven districts, the Taney County Highway Administrator will serve as a member at large and exercise the same privileges and powers as all other board members with the exception that the County Highway Administrator will not serve as the chair or vice chair of the board as amendment one. Presiding Commissioner Scofield seconded the motion for discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (nay).

MODOT MONTLY UPDATE

Beth Schaller, Area Engineer presented the MODOT Monthly update to the Commission.

AGREEMENT FOR STOP STICKS (30) STOP STICK LTD #19-005S

Jimmie Russell, Sheriff was present.

Commissioner Williams moved to approve the agreement by and between Stop Stick LTD and Taney County for the purchase of Stop Sticks. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT
for
STOP STICKS (30)

THIS AGREEMENT dated the 28th day of January 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Stop Stick LTD, of Harrison, Ohio (hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement to purchase 30 Stop Sticks ("Equipment") for the Taney County Sheriff's Department shall include the quotation dated January 16, 2019, and the cooperative purchasing contract with GSA Contract #GS-07F-0027K, which are each attached hereto and incorporated herein by reference. Product or Services 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement, with a price not to exceed: \$13,629.70. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

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

4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

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

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

**NOTICE OF RENEWAL – TYCO SIMPLEX – GRINNELL, INC TANAY COUNTY
DETENTION CENTER – HARDWARE/SOFTWARE – REPAIR
/REPLACE/UPDATE/INSTALLATION & POST INSTALLATION SERVICES #18-001S**
Jimmie Russell, Sheriff was present.

Commissioner Williams moved to approve the Notice of Renewal by and between TYCO Simplex Grinnell and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

NOTICE OF RENEWAL

To: Tyco Simplex-Grinnell, Inc., April Planck, Authorized Representative, 2757 South Austin Avenue, Springfield, Missouri, 65807

Notice is given that the County of Taney, Missouri hereby renews its agreement with Tyco Simplex-Grinnell, Inc., for software repairs, replacement, updates and installation services, commencing February 4, 2019, for a period of (1) one year, which will expire on February 3, 2020. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 1/28/19

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal 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: 1/28/19

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: David Clark
David Clark, Taney County Auditor

Date: 1/28/19

RECESS
9:41 A.M.

RECONVENED
10:02 A.M.

EXECUTIVE SESSION PER SECTION 610.021.1 (Legal)

Commissioner Williams moved to go into Executive Session per section 610.021.1 (Legal)
Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

See the Executive Session Minutes for any motions made or votes taken.

RECESS
11:30 A.M.

RECONVENE
11:32 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

Shanna Tilley, Administrative Assistant and Nikki Lawrence, Legal Assistant were present for the meeting.

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
11:40 A.M.

The Minutes were taken by Donna Neeley, County Clerk and Presley Cozort, Deputy Clerk and typed by Presley Cozort.