OFFICIAL COMMISSION MINUTES MARCH 4TH, 2019 10th 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.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve checks #453713-453796, Warrant #7156, two Journal Entries. Commissioner Williams 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 Regular meeting minutes for February 25, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Regular meeting minutes for February 27, 2019 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).

PENALTIES & INTEREST – LISA BUTTON – PARCEL NUMBERS: #08-5.0-22-000-000-003.000 #08-5.0-22-000-000-002.000 #08-5.0-15-000-000-034.001 Mona Cope, Collector was present.

Mona Cope cited RSMo 52.240

Commissioner Wyatt moved to deny the request to waive the 2018 penalties and interest on the parcels noted by the Collector. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

DONATION AGREEMENT – CITY OF MERRIAM WOODS #17-123S

Jimmie Russell, Sheriff was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve agreement by and between Taney County and City of Merriam Woods file #17-123S. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 17-123S

DONATION AGREEMENT

THIS AGREEMENT ("Agreement") made and entered into this _5th_ day of Feb _, 2019, by and between the City of Merriam Woods, a city of the fourth classification (hereinafter "City"), and the County of Taney, a county of the first classification (hereinafter "County").

WHEREAS, County desires to donate to City certain personal property, as described in Exhibit A (the "Property"), which is attached hereto and incorporated herein by reference; and

WHEREAS, City desires to accept said Property from County; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. <u>Donation.</u> County does give, grant and transfer to City, and the City accepts, the Property described in Exhibit A.

2. <u>Title.</u> County represents and warrants that it is the lawful owner of title to the Property, or is the representative of the lawful owner, and is empowered to enter into this Agreement. County makes no warranty regarding the Property and specifically disclaims any and all warranties, express and implied, including the implied warranties of fitness for a particular purpose and merchantability.

3. <u>Execution and Delivery.</u> The City and County agree that upon execution of this Agreement, and delivery of the Property from County to City, the Property shall become the property of the City, and the use, maintenance, and disposition of the Property shall be the sole discretion and responsibility of the City. The City represents and warrants that it is lawfully entitled to own and possess the Property and agrees that it shall be responsible for the Property upon execution of this Agreement and delivery of the Property to City and shall utilize the Property exclusively for law enforcement purposes; provided, however, that City shall have the right to lawfully sell, transfer ownership, or otherwise dispose of the Property.

4. <u>Additional Documents.</u> The parties agree to execute such further documents as each party may reasonably require in order to carry out the purpose and intent of this Agreement, including a bill of sale.

 <u>Amendments.</u> No amendment, modification or termination of this Agreement shall be binding on any party unless it is in writing and is signed by the party to be charged.

 <u>Binding Effect.</u> The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective agents, employees, officers, and officials.

 <u>Governing Law.</u> This Agreement shall be governed by the laws of the state of Missouri.

AXON'S SALES TERMS & CONDITIONS - TASERS #19-014S

Jimmie Russell, Sheriff was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve agreement by and between Taney County and Axon's Sales, Inc. file #19-014S. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-0148

AGREEMENT

for Tasers and Related Equipment

THIS AGREEMENT ("Agreement") dated the $[\underline{\lambda}]^{h}$] day of $[\underline{\lambda}]_{(10h)}$] 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Axon Enterprise, Inc. (hereinafter "Contractor").

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

 <u>Contract Documents</u>. The Contract Documents to this Agreement for Tasers and Related Equipment ("Equipment") shall include the Contractor's Quote, Contractor's Sales Terms and Conditions, which are attached hereto as Exhibit A and incorporated herein by reference ("Contract Documents"). 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.

 <u>Contract Price</u>, The County agrees to purchase the Equipment described in the Quote from the Contractor and the Contractor agrees to sell to the County described in this Agreement. The Purchase Price shall not exceed \$65,700, according to the payment schedule set forth in the Quote.

3. <u>Contract Duration</u>. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, or as otherwise provided in this Agreement or the Contract Documents. This Agreement may only be extended by the order of the County, subject to the pricing and delivery clauses as agreed to, and provided by the Contract Documents.

4. <u>Billing and Payment</u>. All billing shall be invoiced with specific department information. 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.

 <u>Termination</u>. 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
- 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

AGREEMENT FOR LAW ENFORCEMENT BALLISTIC SWAT VESTS #19-024S Jimmie Russell, Sheriff was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Agreement by and between Taney County and Southern Uniform & Equipment, LLC file (#19-0024S/corrected to #19-024S). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-0245

AGREEMENT

LAW ENFORCEMENT BALLISTIC SWAT VESTS (11)

THIS AGREEMENT dated the <u>http://www.caster.com/agreement/agr</u>

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

1. Contract Documents, The contract documents to this Agreement to purchase eleven (11) Ballistic SWAT Vests ("Equipment") shall include the quote dated January 23, 2019, pursuant to the cooperative purchasing contract with NASPO Contract #2016-181, 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.

<u>2. Contract Price</u>, 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. The Purchase Price shall not exceed \$28,387.26. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

<u>3. Contract Duration</u>. 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.

<u>6. Entire Agreement.</u> 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 RADAR SIGNS #19-013S

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

Commissioner Wyatt moved to approve agreement for the radar signs with Radar Signs #19-013S. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT

No. 19-013S

RADAR SPEED SIGNS (6)

THIS AGREEMENT dated the tar day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and RADARSIGN, LLC. of Marietta, Ga. (hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement to purchase six (6) Radar Speed Signs ("Equipment") shall include the quotation dated January 4, 2019, pursuant to the Request for Bids for the City of Manchester, Missouri, the bid response, and Resolution #18-0645, dated September 17, 2018, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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 Arcement the terms and conditions of this Agreement shall created and the control. and this Agreement, the terms and conditions of this Agreement shall prevail and control.

<u>2. Contract Price.</u> 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. The Purchase Price shall not exceed \$20,430.00. 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 the order of the county subject to the pricing. by the Contractor's Quote 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.

<u>5. Binding Effect</u>. 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.

<u>6. Entire Agreement.</u> 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.

ROAD RUNNER SAFETY SERVICES, INC. TERMS & CONDITIONS FOR RENTAL OF TRAFFIC CONTROL DEVICES #19-0022RB

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

Commissioner Williams moved to approve agreement by and between Road Runner Safety Devices and Taney County file (#19-022RB/corrected to #19-0022RB). Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (nay), Williams (nay) and Wyatt (nay).

Tabled for discussion.

AGREEMENT FOR MASSEY FERGUSON TRACTOR #19-025RB

Devin Huff, Road & Bridge Administrator was present. Presiding Commissioner Mike Scofield referenced a letter from their attorney which cited the Sourcewell contract #052417-DMM.

Commissioner Wyatt moved to approve agreement between Massey Ferguson #19-025RB and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-025RB

AGREEMENT

for MASSEY FERGUSON TRACTOR

THIS AGREEMENT dated the $_\underline{h_{1}^{th}h_{-}}$ day of $\underline{h_{bac}}_{h}$ 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Diamond Mowers, LLC, of Sioux Falls, SD 57104 (hereinafter "Contractor").

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

<u>1. Contract Documents</u>, The contract documents to this Agreement to purchase a Massey Ferguson Tractor ("Equipment") shall include the quotation dated January 16, 2019, via cooperative purchasing Sourcewell (formerly NJPA) Contract #052417-DMM, which is attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data with 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.

<u>2. Contract Price.</u> 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. The Purchase Price shall not exceed \$114,071.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

<u>3. Contract Duration.</u> 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. <u>Billing and Payment.</u> 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. <u>Binding Effect.</u> 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.

<u>6. Entire Agreement.</u> 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.

APPLICATION FOR EXTENDED REPAIR COVERAGE #19-023RB

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

Commissioner Wyatt moved to approve Application for Extended Repair Coverage on the John Deere file #19-023RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

	N DEERE	Applicati	on For Exten	ded Repai	r Coverag	Print Form		
		For John	For John Deere Construction, Utility, And Forestry Products					
The 3abn berre explorated owner (or lesses) identified is beiner ("Owner") hearing works and the set of the se								
Check One: 1. APPLICATION GROUP All machines under 100 HP are limited								
Commercial Governmental Rental to (60 months / 7,500 hours maxi								
Forestry or Severe Duty* Forestry Extreme Duty** coverage).								
 Seven Oxy applications are: Density in & Westlag, Chenical Plant, Beel All, Land Fill Applications, Somo Handrig, and any other applications that are similarly extended or winlarly have days. (D8 muchul & 6,600 hours navinum coverage) **Foreiny Elemen Day applications are: 443, 744, 448 mobile regular (block in equipped with regular (b)OT bened) and/s, dueler and/or doubling, (D8 muchul & 6,600 hours navinum coverage) 								
2. COVERAGE TYPE & DURATION CHECK FULL MACHINE, ANY ONE POWERTRAIN OPTION. EXTENDED COVERAGE IS CALCULATED FROM ORIGINAL DATE OF DELAYERY." FOR EACH COVERAGE OPTION SELECTED, CHECK THE APPLICABLE STANDARD WARRANTY BELOW, THEN SELECT THE TOTAL MONTISHOURS DESIRED. Note: Monthy hours addeded marinut ascelladed for the defanated application group.								
Full Machine		Powertrain	Powertrain Plus Hydraulics or			Pro-Rate Extended Coverage		
		Powertrain Engine Onl	Powertrain or			OilScan is Required		
Expiratio	on - First To Occur		Expiration - First To Occur			Powertrain Plus Hydraulics or Powertrain		
(Moi	nths or Hours)		(Months or Hours)			(Commercial and Forestry Application only)		
	r first retail purchase***	Mont	Months after first retail purchase***			Expiration - First To Occur		
		84 Std. Warranty		30 72 B4	Month	(Months or Hours) Is after first retail purchase***		
12 months N/A	18 30 42 54 66 12 24 36 48 N/A			54 66 78 18 N/A N/A	Std. Warr	anty 36 48 60 72 84		
		24 months	N/A N/A 12 24	6 N/A N/A	6 mon			
Above are addition	nal months, after expiration of		additional months, after e	xpiration of		nths 24 36 48 N/A N/A additional months, after expiration of		
Correspond	ling Standard Warranty	Com	esponding Standard Warr	anty	Com	osponding Standard Warranty		
		onths You have se	You have selected total months		You have selected total months			
and 5000	hours	and	hours		and	hours		
Note: 24 months Standard Warranty is for Straper Tractors - Powerirain only based on hours on machine at fail dats. Min Straper Tractors - Powerirain only						on machine at fail date. Minimum will be		
Owner Name Less duration or rental, demonstration, or other usage, if any, prior to first retail purchase or lease.								
TANEY COUNTY devin.huff@co.taney.mo.us								
Address (Street, RR) (CityTown) (Stater Providence) (Zip/Postal Code) 139 DAVID STREET FORSYTH MO 65653						Code)		
DEALER DE	RPHY TRACTOR		Ac	Idress		53		
	RPHT IRACIUR		14	401 S. STATE H (State/Providence	WY MM			
(City/Town) SPRINGFIELD			MO		e) Prepared By: MIKE SCHEER			
	644K WHEELL			Hourmeter Read		D No. (Pin) Delivery Date		
Description				2926	1DW644	4KZTGF675456 17-Jun-16		
IMPORTANT NOTE TO OWNER: Complete terms of John Dewrite Budnodd Coverage are set forth on this document. Please and both pages carefully taking signing. YOUR RENTER JAN DEWRITES IN CONVERTING WITH ETTENDED INSPARS COVERAGE FACE LARGENTIES AS IND/CATECI ON SOTH PAGES OF THAD BOLLWEAT, WRERE Busingnon, Coverage in and Coverage in and Coverage in and Coverage in an and Coverage in								
OWNER Responses. The second se								
ACKNOWLEDGENENTS: I have read and understand the torms, including limitations and exclusions, of John Dears's Extended Repair Coverage, and understand that it is not insurance. I also understand that the coverage, and understand that it is not								
Owner Signatures and' A I'll								
The owner and product identified above meet all inquirements for the coverage requested, and the coverage/charge has been paid.								
TRANSFER - The unexpired portion of this Extended Repair Coverage may be transferred with John Deere's approval (See Section H on second page for complete details.) Complete the section below to request transfer.								
Purchaser Application: Forestry or Severe	Dealer Number	Purchaser Name	haser Name Address (street, RR)					
Governmental (City		(City/Town)	Town) (State/Providence) (Zip/Postal Code					
Date Machine Sold	Transfer Hourmater	Onto to an a filling of the						
Sara Machine 2010	Reading	Cate Inspection complete & approved	Signature of New	/ Buyer	Date De	aler Confirmation Date		
JD-E 17-07 Effective (01 NOV 07)		1	E RECEIVED BO				
OF THIS APPLICATION FORM. Customer initials: Date:								

RECESS 9:30 A.M.

RECONVENNE 10:00 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present was Devin Huff, Road and Bridge Administrator, Tim Church, Branson Tri-Lakes News, and Stephanie Spencer, Deputy Clerk.

Discussion ensued.

Devin Huff, left the meeting at 10:43 a.m.

Shanna Tilley entered the meeting at 10:44 a.m.

DAILY STAFF REVIEW AND AGENDA REQUESTS

Shanna Tilley, Administrative Assistant and Stephanie Spencer, Deputy Clerk were present.

The Commission met with their staff to review the day's business and go over agenda requests.

Nikki Lawrence entered the meeting at 10:14 a.m.

Nikki Lawrence left the meeting at 10:18 a.m.

ADJOURNMENT

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

ADJOURN

10:22 A.M.

The Minutes were taken and typed by Stephanie Spencer, Deputy Clerk.