

**OFFICIAL
COMMISSION MINUTES
MAY 13th, 2019 8th DAY OF
THE APRIL ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

Prayer and Pledge

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Scofield called the meeting to order at 9:06 a.m.

PUBLIC COMMENT

None.

COMMISSION REMARKS

None.

MONTHLY BUDGET REPORT

David Clark, Auditor presented the Monthly Budget Report to the Commission.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #454692-454724, #454726-454776, Warrant #7199 and one Journal Entry. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt noted that Check #454725 is being held.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve previous meeting minutes dated May 6, 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

APPROVAL OF PAYROLL

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

BOARD APPOINTMENT – SB 40 / DEVELOPMENTAL CONNECTIONS BOARD

Max Lytle, Executive Director of the SB/40 board was present.

Discussion ensued.

Commissioner Wyatt moved to appoint Dr. Brian Wilson to the vacant seat of Dr. Dean Porter for the term ending on December 31, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved to appoint Jeff Seifried to the vacant seat of Karen Lashley with a term ending on December 31, 2020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

INSURANCE UPDATE WITH TIM CONNELL

Did not take place.

BID RECOMMENDATION FOR ROAD OILS #201903-429

Devin Huff, Road & Bridge Administrator and Ron Erickson, Purchasing Director were present.

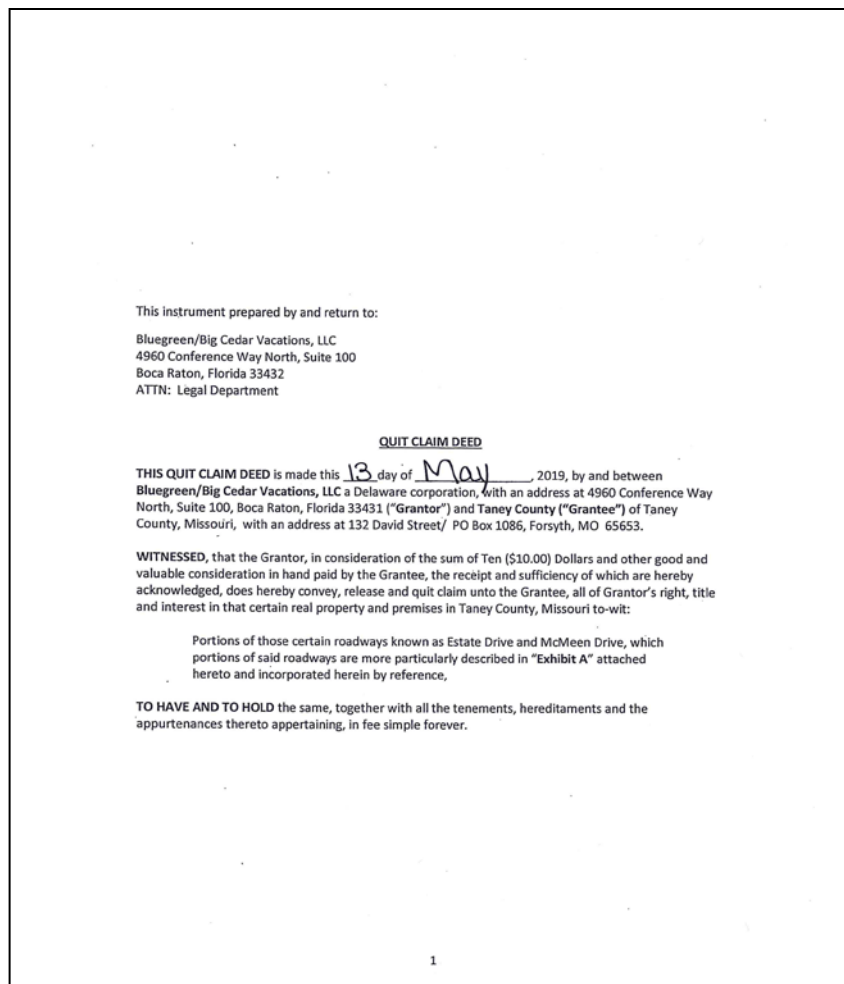
Discussion ensued.

Commissioner Wyatt moved to go with Coastal Energy Corporation as the primary supplier for road oils for the county and Asphalt Fuel Supply as the secondary supplier for Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

QUIT CLAIM DEED (MCMEEN/ESTATE DRIVE) 19-016CM

Presiding Commissioner Scofield referenced a letter from their attorney Travis Elliott.

Commissioner Wyatt moved to accept the quick claim deed between Blue Green Big Cedar Vacations, LLC and Taney County and for Presiding Commissioner Scofield to sign it. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).



FILL DIRT AGREEMENT – JERRY HENNING

Commissioner Wyatt moved to accept the agreement between Jerry Henning and Taney County for the Fill Dirt Agreement. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

RX Date/Time 05/04/2017 07:57 05/04/2017 06:37 (FAX) P.001 P.001/002

unlimited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with *[Signature]* (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of Road & Bridge Administrator only.

[Signature]
Devin Huff, Road & Bridge Administrator

5-7-19
Date:

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams, Community Engagement Specialist updated the Commission on the extension office programs.

AGREEMENT FOR AGGREGATE ROCK #19-058RB

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

Commissioner Wyatt moved to approve the agreement with Aggregate Rock for Loaded & Scaled by supplier between Table Rock Asphalt Company, Inc. as "A" supplier and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-058RB(1a)

AGREEMENT
for
AGGREGATE ROCK (Category #1-"A" Supplier - TRAC)

THIS AGREEMENT dated the 13th day of May 2019 ("Effective Date") is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., Inc. of Branson, Missouri 65615 (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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid # 201903-427 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. Product provided under this Agreement shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur specific to Product availability, the County may consider all other options. Per instruction #1.25 on p. #5 of the attached bid response; the County reserves the right to award to more than one (1) supplier. Multiple awards are expected to be made by designation of "A", "B", "C", etc. Awarded Suppliers will make their product available "at will / as needed" to the County depending upon which source serves the County best regarding costs per geographical location and / or project. The County's decision on which Awarded Supplier to utilize, at these times, shall be final and governed by what is in the best interest of Taney County Missouri. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier "A" for Aggregate Rock for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201903-427 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.

Page 1 of 3

Commissioner Wyatt moved to approve the agreement for Aggregate Rock for Loaded & Scaled by supplier with APAC Central, Inc. as “B” supplier and Taney County. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-058RB(1b)

AGREEMENT
for
AGGREGATE ROCK (Category #1-“B” Supplier – APAC)

THIS AGREEMENT dated the 13th day of May 2019 (“Effective Date”) is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and APAC Central, Inc. of Fayetteville, Arkansas 72702 (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 Aggregate Rock (“Product”) shall include the Contractor’s bid response to County’s Request For Bid # 201903-427 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. Product provided under this Agreement shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur specific to Product availability, the County may consider all other options. Per instruction #1.25 on p. #5 of the attached bid response; the County reserves the right to award to more than one (1) supplier. Multiple awards are expected to be made by designation of “A”, “B”, “C”, etc. Awarded Suppliers will make their product available “at will / as needed” to the County depending upon which source serves the County best regarding costs per geographical location and / or project. The County’s decision on which Awarded Supplier to utilize, at these times, shall be final and governed by what is in the best interest of Taney County Missouri. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier “B” for Aggregate Rock for the County on an “as needed” basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor’s winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201903-427 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.

Page 1 of 3

Commissioner Wyatt moved to approve the agreement with Aggregate Rock for Loaded & Scaled by supplier with Leo Journagan Construction Company, Inc. as “C” supplier and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-058RB(1c)

AGREEMENT
for
AGGREGATE ROCK (Category #1-“C” Supplier – Journagan)

THIS AGREEMENT dated the 13th day of May 2019 (“Effective Date”) is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Leo Journagan Construction Co., Inc. of Springfield, Missouri 65802 (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 Aggregate Rock (“Product”) shall include the Contractor’s bid response to County’s Request For Bid # 201903-427 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. Product provided under this Agreement shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur specific to Product availability, the County may consider all other options. Per instruction #1.25 on p. #5 of the attached bid response; the County reserves the right to award to more than one (1) supplier. Multiple awards are expected to be made by designation of “A”, “B”, “C”, etc. Awarded Suppliers will make their product available “at will / as needed” to the County depending upon which source serves the County best regarding costs per geographical location and / or project. The County’s decision on which Awarded Supplier to utilize, at these times, shall be final and governed by what is in the best interest of Taney County Missouri. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier “C” for Aggregate Rock for the County on an “as needed” basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor’s winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201903-427 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.

Page 1 of 3

Commissioner Wyatt moved to approve the agreement with Aggregate Rock for Loaded & Scaled by supplier with American R&C, LLC as “D” supplier and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-0588RB(16)

AGREEMENT
for
AGGREGATE ROCK (Category #1-“D” Supplier – Buchanan)

THIS AGREEMENT dated the 13th day of May, 2019 (“Effective Date”) is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and American R & c, LLC aka; Buchanan Materials & Tri-Lakes Redi-Mix 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 Aggregate Rock (“Product”) shall include the Contractor’s bid response to County’s Request For Bid # 201903-427 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. Product provided under this Agreement shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur specific to Product availability, the County may consider all other options. Per instruction #1.25 on p. #5 of the attached bid response; the County reserves the right to award to more than one (1) supplier. Multiple awards are expected to be made by designation of “A”, “B”, “C”, etc. Awarded Suppliers will make their product available “at will / as needed” to the County depending upon which source serves the County best regarding costs per geographical location and / or project. The County’s decision on which Awarded Supplier to utilize, at these times, shall be final and governed by what is in the best interest of Taney County Missouri. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier “D” for Aggregate Rock for the County on an “as needed” basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor’s winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201903-427 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.

Page 1 of 3

Commissioner Wyatt moved to approve the agreement with Aggregate Rock for Loaded & Scaled by county between Leo Journagan Construction, Inc. and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-0588RB(2a)

AGREEMENT
for
AGGREGATE ROCK (Loaded & Scaled by County–Journagan)

THIS AGREEMENT dated the 13th day of May, 2019 (“Effective Date”) is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Leo Journagan Construction Co., Inc. of Springfield, Missouri 65802 (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 Aggregate Rock (“Product”) shall include the Contractor’s bid response to County’s Request For Bid # 201903-427 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. Product provided under this Agreement shall not exceed the prices as quoted within the “Loaded and Scaled by County” table of the attached bid response. If certain unusual circumstances occur specific to Product availability, the County may consider all other options. The County hereby agrees to this term & supply purchase allowing Contractor to act as primary supplier for Aggregate Rock, loaded and scaled by County, on an “as needed” basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor’s winning bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201903-427 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.

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.

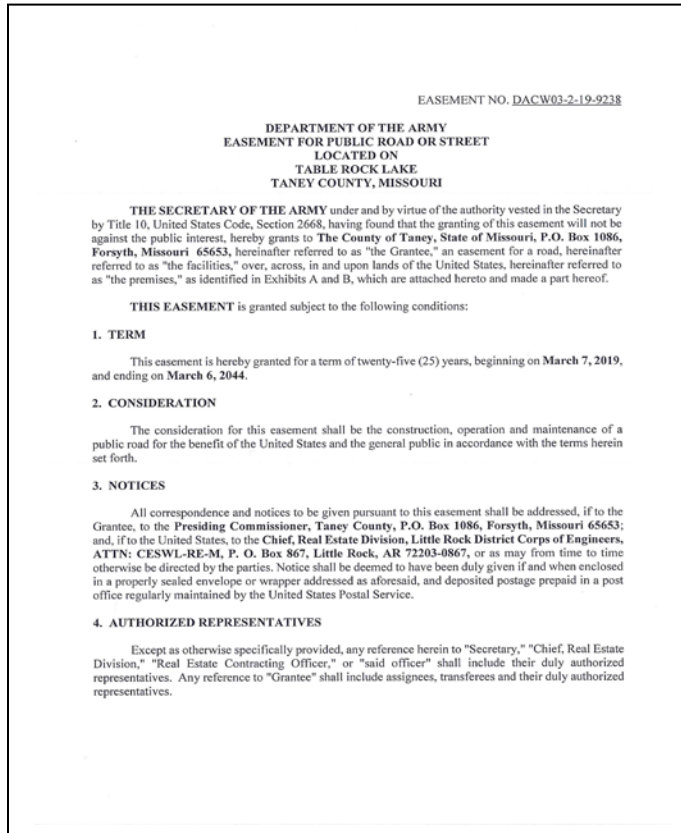
6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as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

Page 1 of 2

DALE AVENUE ROW EASEMENT – DEPT. OF THE ARMY #18-131RB

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

Commissioner Wyatt moved to approve the easement between Dale Avenue and the Department of The Army. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).



RECESS: 9:41 A.M.

RECONVENNE: 10:32 A.M.

EXECUTIVE SESSION – CONTRACTS PER SECTION 610.021.12

(Taney County Commission Conference Room)

Commissioner Wyatt moved to go into Executive Session for Contracts per 610.021.12. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

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

DAILY STAFF REVIEW & AGENDA REQUESTS

Shanna Tilley, Administrative Assistant and Donna Neeley, County Clerk were present.

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

Shanna Tilley left and Marc Rys, I.T Administrator joined at 11:49 a.m.

RECESS: 11:49 A.M.

RECONVENNE: 11:53 A.M.

ADJOURNMENT

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

ADJOURN

12:10 P.M.

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