

**OFFICIAL  
COMMISSION MINUTES  
MAY 20<sup>th</sup>, 2019 9<sup>th</sup> DAY OF  
THE APRIL ADJOURN TERM**

**PRELIMINARY STUDY**

None.

*Prayer & Pledge*

**CALL COUNTY COMMISSION MEETING TO ORDER**

Presiding Commissioner Scofield called the meeting to order at 9:10 a.m.

**PUBLIC COMMENT**

None.

**COMMISSION REMARKS**

Commissioner Wyatt commented that Long Creek Bridge will have one lane open May 21<sup>st</sup> through May 23<sup>rd</sup>.

**APPROVE ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #454806-454887, Warrant #7204 & #7205, and one Journal Entry. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

*Commissioner Wyatt left the room.*

Commissioner Williams moved to approve Check #454725. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

*Commissioner Wyatt re-entered the room.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes from May 6, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to approve Regular Session Minutes from May 13, 2019. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain) and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes from May 13, 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain) and Wyatt (aye).

**PERSONAL PROPERTY ADD-ON REPORT FOR FEBRUARY, MARCH AND APRIL 2019**

Commissioner Wyatt moved to enter into the record the Personal Property Add-On Report for February and March for 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to enter into the record the Personal Property Add-On Report for April 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**COURT ORDERS**

Chuck Pennel, Assessor and Wesley Shoemaker, Chief Deputy Clerk were present.

Commissioner Wyatt moved to approve the Exhibit A Abatements for May 20, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

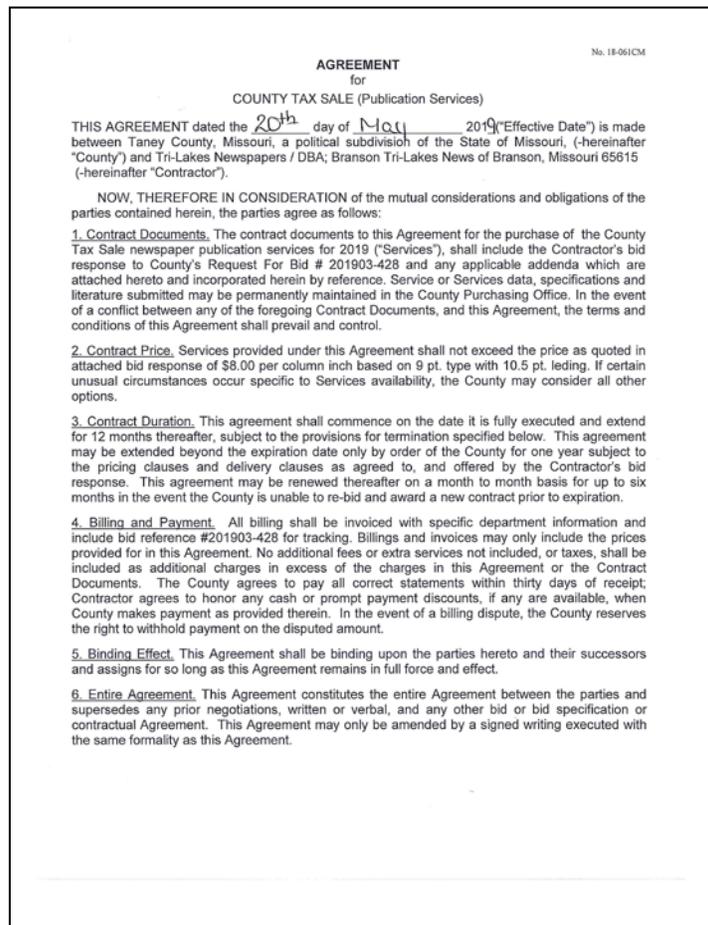
**Exhibit A\***

PP PAID ABATEMENTS										
Exhibit: <i>A</i>		Date: <i>20 May 2019</i>								
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approve	Denied
300298	2018	PENDING	2019-05-02	1-92048-900	YOUNGBLOOD BRIAN E AND SAMANTHA	08 GMC DID NOT AUTO DEPRECIATE	46331	-3260	<input checked="" type="checkbox"/>	
300299	2018	PENDING	2019-05-06	1-109573-900	BILLUPS ROCKY JR & SEFORA	DID NOT HAVE VENZA,	4220	-4140	<input checked="" type="checkbox"/>	

**AGREEMENT FOR COUNTY TAX SALE (PUBLICATION SERVICES) TRI-LAKES NEWS PAPERS/DBA; BRANSON TRI- LAKES NEWS #18-061CM**

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

Commissioner Wyatt moved to approve the agreement for the Taney County Tax Sale for 2019 publication with Tri- Lakes Newspaper doing business as Branson Tri-Lakes News. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



**FILL DIRT AGREEMENT – RYAN MELTON**

Devin Huff, Road & Bridge Administrator was present.

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

*steve 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 *Kyfa McHoy* (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 the County Highway Administrator only.

*Devin Huff* Devin Huff County Highway Administrator      5-13-19 Date:

**FILL DIRT AGREEMENT – STEVE CREEDON**  
 Devin Huff, Road & Bridge Administrator was present.

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

*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 *Steve Creedon* (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 the County Highway Administrator only.

*Devin Huff* Devin Huff County Highway Administrator      5-14-19 Date:



## COASTAL ENERGY CORPORATION “COASTAL” – PRIMARY

No. 19-062RBQ

**AGREEMENT (Primary)**  
for  
ROAD OILS

THIS AGREEMENT dated the 20<sup>th</sup> day of May, 2019 (“Effective Date”) is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Coastal Energy Corporation of Willow Springs, Missouri, (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 Road Oils (“Product”) shall include the Contractor’s bid response to County’s Request For Bid # 201903-429 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. The County agrees to this term & supply purchase allowing Contractor to act as the primary supplier for Road Oils 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 24 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 #201903-429 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.

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## ASPHALT FUEL & SUPPLY, LLC “ASPHALT” – SECONDARY

No. 19-062RBQ

**AGREEMENT (Secondary)**  
for  
ROAD OILS

THIS AGREEMENT dated the 20<sup>th</sup> day of May, 2019 (“Effective Date”) is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Asphalt and Fuel Supply, LLC of Tulsa, Oklahoma - (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 Road Oils (“Product”) shall include the Contractor’s bid response to County’s Request For Bid # 201903-429 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. The County agrees to this term & supply purchase allowing Contractor to act as the secondary supplier for Road Oils 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 24 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 #201903-429 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.

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**RECESS: 9:21 A.M.**

**RECONVENNE: 10:02 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.13 (LEGAL)**

*(Taney County Commission Conference Room)*

Commissioner Williams moved to go into Executive Session for Contracts per 610.021.13. 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.*

**DAILY STAFF REVIEW & AGENDA REQUESTS**

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

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

**ADJOURNMENT**

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

**ADJOURN**

**10:33 A.M.**

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