

**OFFICIAL
COMMISSION MINUTES
AUGUST 27TH, 2019 -12th DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None

Prayer & Pledge

CALL COUNTY COMMISSION MEETING TO ORDER

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

COMMISSION REMARKS

There will be no Commission Meeting next Monday on September 2nd, 2019 due to Labor Day. We will meet on Tuesday, September 3rd, 2019.

PUBLIC HEARING TO SET 2019 LEVY

Commissioner Williams moved to reduce the General County Revenue by the required 50% reduction at .1665 and also reduce the Road and Bridge Levy by the remainder of the required 50% reduction of .2110 and a voluntary reduction of .0109. This will set the General County Revenue and Road and Bridge Levies at zero. Commissioner Wyatt seconded with discussion.

Commissioner Williams amended his motion to state that he reduce the General County Revenue by the required 50% reduction at .1659 and also reduce the Road and Bridge Levy by the remainder of the required 50% reduction of .2110 and a voluntary reduction of .0109. This will set the General County Revenue and Road and Bridge Levies at zero. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL ACCOUNTS PAYABLE

Commissioner Williams moved to approve checks #455991 – #456071, no warrants and four Journal Entries or Transfers. 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 Session Minutes from August 19, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes from August 19, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

TANEY COUNTY ENHANCEMENT DISTRICT BOARD APPOINTMENT

Commissioner Wyatt moved to appoint Chris Myer to the three year term beginning October 1, 2019 and ending on September 30, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT FOR DOCUMENT PROCESSING SYSTEMS – MISSOURI
DOCUMENT SOLUTIONS, LLC #19-099REC**

Presiding Commissioner Mike Scofield referenced a letter from their attorney.

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

AGREEMENT
for
DOCUMENT PROCESSING SYSTEMS

THIS AGREEMENT dated the 27th day of August 2019 and effective as of September 1, 2019 ("Effective Date"), is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Missouri Document Solutions, LLC of Ozark, 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 for the purchase of Document Processing Systems ("Services") for Taney County shall include the Contractor's bid response to County's Request For Bid # 201907-431, the Equipment Service Agreements, attached as Exhibits A-1 and A-2, and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Services, and or, any Products, provided under this Agreement shall not exceed the annual cost of \$24,702.00 for the period September 1, 2019, through August 31, 2020. If certain unusual circumstances occur specific to Services or Product availability, including failure to comply with the four (4) hour response time requirement, the County may consider all options – including the next lowest Bidder.

3. Contract Duration. This Agreement shall commence on the Effective Date and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement will then auto-renew annually contingent on both parties being fully satisfied with all stipulations, and costs as agreed to, and offered by the Contractor's bid response, unless terminated in writing by providing 30 days' advance written notice to the other party.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201907-431 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.

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT – ADDENDUM
SHOOTING RANGE CITY OF HOLLISTER #18-078S**

Commissioner Williams moved to approve the Addendum to Intergovernmental Agreement by and between Taney County and City of Hollister. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS ADDENDUM, entered into on the date set forth below, by and between County of Taney, Missouri (“County”) and City of Hollister, Missouri (“City”).

WHEREAS, County and City entered into an Intergovernmental Cooperative Agreement, dated August 28, 2018, for the City to utilize the County’s Shooting Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers (“Contract”); and

WHEREAS, desire to amend the Contract pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

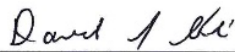
1. Renewal. The parties agree to renew the Contract for an additional term of one (1) year, effective August 28, 2019, and ending August 27, 2020.

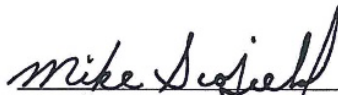
2. This Addendum is subject to the Contract and to each and every term, covenant, condition and agreement set forth therein, except to the extent provided in paragraph 1 of this Addendum. County and City agree to continue to be bound by the remaining terms of the Contract.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

CITY OF HOLLISTER

TANEY COUNTY, MISSOURI

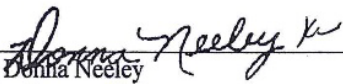

By: David G. Tate
Title: Mayor


By: Mike Scofield
Title: Presiding Commissioner

ATTEST:

ATTEST:


By: Bridget Epps
Title: City Clerk


By: Donna Neeley
Title: County Clerk



AGREEMENT FOR ELECTRICAL WORK (“AGREEMENT”) – CASTRO ELECTRIC, INC. #19-100M

Commissioner Wyatt moved to approve the Agreement for Electrical Work with Castro Electric Inc. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-100M

AGREEMENT
for
ELECTRICAL WORK (Term & Supply)

THIS AGREEMENT dated the 27th day of August 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Castro Electric, Inc. of Branson, 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 Electrical Work (“Services”) for all Taney County facilities shall include the Contractor’s bid response to County’s Request For Bid # 201907-432 and any applicable addenda which are attached hereto and incorporated herein by reference (“Contract Documents”). 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. Services, and or, any equipment, provided under this Agreement shall not exceed the costs, or fees, as quoted in Contractor’s signed bid response table on page #11. The County agrees to this term & supply purchase allowing Contractor to act as the Primary supplier for Electrical Work for all County property and facilities on an “as needed” basis with scheduling being completed via mutual agreement with the specific Taney County Department. If at any point in time should unexpected issues arise which may hinder or delay Contractor availability, whether billing or communication problems with Contractor, County may consider all options including the next lowest Bidder.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement shall automatically renew for an additional 12-month term, unless either party provides 30 days’ advance written notice of termination of this Agreement, subject to the termination provisions set forth in paragraph 7, below.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201907-432 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.

DISCUSSION OF STATE DRUG COURT FUNDS

Amy Strahan, Circuit Clerk, Melanie Smith, County Treasurer, and Brian Teems, Treatment Court Administrator, presented update on the State Drug Court Funds.

DISCUSSION FOR TANEY COUNTY FALL CLEAN UP

Devin Huff, Road and Bridge Administrator, discussed the Taney County Fall Clean-Up set for October 11th and 12th, 2019.

RECESS: 9:41 A.M.

RECONVENE: 10:02 A.M

EXECUTIVE SESSION PER SECTION 610.021. (1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

Devin Huff, Road and Bridge Administrator, and Denzil Brown, Road and Bridge Assistant Administrator, were present.

Commissioner Williams moved to enter into Executive Session per section 610.021(1)(3) (Legal & Personnel). 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: 11:04 A.M.

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RECONVENE: 11:07 A.M.

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

Shanna Tilley, Administrative Assistant, and Kim Lovelace, Deputy 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 Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN

11:27 A.M.

The Minutes were taken and typed by Kim Lovelace, Deputy Clerk.