

**OFFICIAL
COMMISSION MINUTES
FEBRUARY 24, 2020 – 11th DAY OF
THE JANUARY ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:04 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #458137 through Checks #458175 and no Warrants and no Journal Entries and Transfers. Commissioner Williams 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 Executive Session Minutes from February 18th, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes from February 18th, 2020 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**BID RECOMMENDATION FOR TRANSFER/TIPPING TRAILERS (2 OR MORE)
#202001-438**

Nikki Lawrence, Purchasing & Legal Liaison, and Devin Huff, Road and Bridge Administrator, were present.

Commissioner Williams moved to award bid #202001-438 to East Manufacturing Corporation. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

NOTICE OF RENEWAL FOR DISPOSAL SERVICES #20-014RB

Presiding Commissioner Scofield referenced a letter from their attorney.

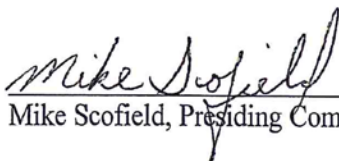
Commissioner Williams moved to approve Notice of Renewal by and between Taney County and Republic Services of the Ozarks. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-014RB

NOTICE OF RENEWAL

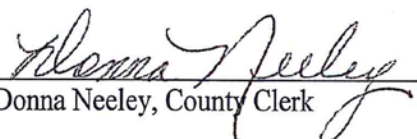
To: Republic Services of the Ozarks, Chris Snyder, Manager Municipal Services, 2115 West Bennett Street, Springfield, Missouri 65807

Notice is given that the County of Taney, Missouri agrees to renew the Disposal Agreement with Republic Services of the Ozarks, for tipping disposal services, commencing February 20, 2020, for a period of one (1) year, which will expire on February 19, 2021, subject to the CPI percentage increase, effective April 1, 2020, to be identified and inserted in Exhibit A. A copy of the Agreement is attached hereto as Exhibit B.


Mike Scofield, Presiding Commissioner

Date: 2/24/2020

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, County Clerk

Date: 2/24/2020

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, Taney County Auditor

Date: 2/24/2020

AGREEMENT FOR 2020 CHEVROLET SILVERADO TRUCKS #20-009RB

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

Commissioner Wyatt moved to approve the Agreement for 2020 Chevrolet Silverado Trucks file #20-009RB between National Auto Fleet Group and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-009RB

AGREEMENT for 2020 Chevrolet Silverado Trucks (8)

THIS AGREEMENT dated the 24 day of February, 2020 made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and 72 hour LLC d/b/a National Auto Fleet Group of Watsonville, California (-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 eight (8) 2020 Chevrolet Trucks for the Taney County Road & Bridge Department consisting of three (3) 1500 (CK10543) 4WD Crew Cab 147" Work Truck with 5.8" Box; one (1) 2500HD (CK20743) 4WD Crew Cab 159" Work Truck with 6.9' Box; one (1) 3500HD CC (CK31003) 4WD Reg Cab 146" WB 30" CA Work Truck with Knapheide Platform Body w/ Lift & Equip; and three (3) 2500HD (CK20753) 4WD Double Cab 149" Work Truck with 6.9' Box ("Equipment") include the Sourcewell Contract #120716-NAF and the Quote dated February 4, 2020 (Quote ID #12581, 12593, 12569, 12583, the latter of which is 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. County agrees to purchase and Contractor agrees to sell the Equipment described in this Agreement for a purchase price of \$257,091.19 total for all eight (8) units. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options for cooperative purchasing.

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

HOLDING TANK AGREEMENT #20-008RB

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

Commissioner Williams moved to approve the Holding Tank Agreement File #20-008RB. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**HOLDING TANK AGREEMENT
for the property located at:**

Site address, plat and lot number(s) or other legal location
Transfer Station 274 Buchanan rd Branson, Mo 65616

Approval for the installation and use of a holding tank is based on the conditions below:

1. Installation and use of a holding tank must comply with all requirements of 19 CSR 20-3.060 subsection (6) (F).
2. A contract with a pumper will be kept in force, which specifies pumping and disposal of the holding tank waste at a DNR permitted wastewater treatment facility. The term of the pumping contract must be for a minimum of one year and a copy must be submitted to the administrative authority.
3. Discharge of waste from a holding tank, other than by an approved sewage tank pumper will result in rescission of this agreement and possible prosecution.
4. If and when a central wastewater collection and treatment facility becomes available, the property owner will connect all sewer facilities on this property to it.
5. The property owner will notify the administrative authority of any change in occupancy (such as full time versus weekend/vacation), or in the water supply.
6. The administrative authority is granted access to the property until the use of the holding tank is replaced by another approved system. Access is for the purpose of inspection or monitoring of the system as necessary, or for a complaint investigation.
7. This agreement is not transferable. The property owner will notify the administrative authority of any change in property ownership.
8. _____

This agreement expires _____ (Enter date). The term of this agreement is the shorter of:

- 1) The expected time period for site modifications to make the site provisionally suitable for construction of an onsite wastewater treatment system or the projected time period for availability of a central sewage collection and treatment system; or
- 2) The length of the pumping and disposal contract. This agreement may be renewed, within 30 days after the expiration of the previous agreement, after submitting a copy of the renewed pumping contract and complying with requirements in affect at that time.

I, the undersigned, agree to the above conditions.

_____	<u>Mike Scofield</u>
Property owner (PRINT)	Property owner (PRINT)
_____	<u>Mike Scofield</u> <u>2/24/2021</u>
Signature	Signature Date

_____	_____
EPHS name (PRINT)	Signature Date

RADIO CONSOLE SUPPORT AGREEMENT #20-011S

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

Commissioner Williams moved to approve the Radio Console Support Agreement by and between Taney County and Radio Phone Engineering Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



Taney County Sheriff's Office Dispatch
Radio Console Support Agreement

AGREEMENT BETWEEN Taney County Sheriff's Office Dispatch "CUSTOMER" AND RADIOPHONE ENGINEERING INC FOR A Radio Console Support Agreement TO SUPPORT A Four Position Zetron Max Radio Dispatch Console System

THIS AGREEMENT (the "Agreement") is entered into as of _____ (hereinafter referred to as "Start Date"), be and between Radiophone Engineering Inc, a company organized in the State of Missouri authorized to transact business within the State of Missouri (hereinafter referred to as the "Contractor") and Taney County Sheriff's Office Dispatch (hereinafter referred to as the "Customer")

The Contractor and Customer agree to the following terms and conditions:

- Equipment covered under this Agreement is outlined in Attachment 1 (hereinafter referred to as "Equipment").
- Services provided by Contractor include Annual Preventive Maintenance (PM), Emergency Onsite Support, Remote Monitoring, Scheduled On-Site Service and Console Software updates as outlined below:

Preventive Maintenance (PM)– Once per year, the Contractor will schedule to perform PM on all Dispatch positions as well as all existing Taney County Sheriff Department's APX radios. This service includes the following:

General physical condition:

- Broken or missing knobs
- The physical condition of antenna and antenna jack
- The physical condition of the case with attention to battery cover and battery cover latch, condition of battery contacts both external and internal
- Physical cleaning where applicable

Battery Condition Analysis (Handheld Radios & Battery Backups where applicable):

- Battery date code
- Analyze battery for capacity and recondition (handheld batteries only)

General operation and specification check:

- TX power (for each channel) should be done using bench power supply and max TX current monitored
- TX frequency (for each channel)
- Radiated power on antenna using spectrum analyzer or RF field strength meter
- Modulation (with both internal and external mic if so equipped), mic audio quality (sensitivity and lack of distortion)
- Receiver sensitivity (for each channel)
- CTCSS sensitivity

Property of Radiophone

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RECESS: 9:22 A.M.

RECONVENE: 10:00 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: David Clark, Auditor, Devin Huff, Road and Bridge Administrator, and Kim Lovelace, Deputy Clerk.

Tim Church, Tri-Lakes News Reporter, entered the meeting at 10:02 a.m.

Discussion Ensued.

EXECUTIVE SESSION: 10:07 A.M.

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

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road and Bridge Administrator.

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

END OF EXECUTIVE SESSION: 11:20 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant.

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

11:38 A.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.