

**OFFICIAL
COMMISSION MINUTES
MARCH 30, 2020 – 18th DAY OF
THE JANUARY ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

Commissioner Wyatt read the following statement:

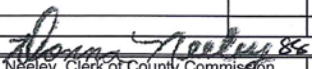
“Everyone must do their part to help stop the COVID-19 virus. Everyone must take responsibility. If you must leave your home to go to an essential business, be responsible to yourself and others. I ask that you take care of necessary business for your family and return home. We want to protect everyone and can only do that if each of us understand how easily this virus can be spread. We have workers that must be out in the public to protect your safety, do not expose them unnecessarily. Practice the (6) foot rule. Thank you.”

PRESENTATION OF DELINQUENT TAX BOOKS AND COLLECTOR’S ANNUAL YEAR-END SETTLEMENT PER RSMo. CHAPTER 139 (139.160, 139.190) & 52.361

Mona Cope, Collector, presented the Delinquent Tax Books and Collector’s Annual Year End Settlement Report per statute to the Commission.

Commissioner Wyatt moved to approve to have the Totals of the Delinquent Tax Books entered into the Record so that the Collector can be charged with those to continue collecting. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved that the Collector’s Annual Settlement be accepted and entered into the Record that the Clerk can send a copy to the Department of Revenue. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Annual Settlement of Mona Cope, Collector of Taney County				
For Year Ended		29-Feb-20		
Summary of Charges		Amount	Summary of Credits	
			Amount	
Total Current *		60,805,667.11	Total Collections of Taxes	63,468,825.52
Total Back and Protested		22,052,933.06	Total Delinquents	20,281,157.59
Total Other		1,562,868.78	Total Abatements	237,124.57
			Total Protested	434,361.28
Total Charges		84,421,468.95	Total Credits	84,421,468.96
Tax Book Difference			Tax Book Difference	(0.01)
Grand Total Charges		84,421,468.95	Grand Total Credits	84,421,468.95
* Total Surtax in this Amount if not shown as separate Distribution		573,603.21		
Distributions		Amount		
TIF Branson Landing 1		1,214,778.99		
TIF Branson Landing 2		378,046.05		
TIF Branson Hills		299,226.27		
TIF Branson Shoppes		474,247.76		
Branson Hills Community Improv. Dist CID		1,022,426.44		
Branson Commerce Park CID		63,978.56		
State		347,140.72		
General Revenue		11,119.54		
Senior Citizens Service Fund		541,836.11		
Health Center		1,534,546.60 *	Assessment	575,166.18
Schools		46,832,112.37	Commissions: County	900,458.58
Cities		3,532,980.81	Collector TMF	134,044.13
Ambulance		18,462.53		
Handicap		1,097,090.56		
Fire Districts		1,968,179.00		
Retirement		502,434.54		
Ozark Community Tech. College		1,913,559.46		
Tax Sale Surplus		106,158.42		
PIA Interest		831.90		
Subtotal		61,859,156.63	Total Distributions	63,468,825.52
I, <u>Donna Neeley</u> , Clerk of the County Commission of Taney County hereby certify the above and the attached to be a copy of the Annual Settlement of the County Collector with the County Commission on the <u>30th</u> day of <u>March</u> , 2020, for the year ending February 29, 2020 as the same appears of record in my office. In Testimony Whereof, I have hereunto set my hand and affixed the Seal of the County Commission of Taney County. Done at my office in Forsyth, Missouri this <u>30th</u> day of <u>March</u> , 2020.				
				
Donna Neeley, Clerk of County Commission				



Charges			Credits		
Current		Amount	Current		Amount
2019 LAND TAX BOOK			2019 LAND TAX BOOK		
From Tax Book		43,819,013.55	By Collections		41,527,959.04
From TIF		2,415,273.26	By Collections TIF		2,400,351.31
From CID		3,394,502.65	By Collections CID		909,735.85
Protested Taxes		(454,567.27)	By Delinquent		1,841,155.01
From Additions		120,499.98	By Delinquent CID		2,550,456.21
Missouri Dept of Conserv.		5,328.17	By Abatements		70,392.92
TOTAL		49,300,050.34	TOTAL		49,300,050.34
2019 PERSONAL TAX BOOK			2019 PERSONAL TAX BOOK		
From Tax Book		8,342,169.60	By Collections		7,884,123.46
From Additions		319,920.73	By Delinquent		713,938.17
Protested Taxes		0.00	By Abatement		64,028.70
TOTAL		8,662,090.33	TOTAL		8,662,090.33
2019 RAILROAD & UTILITY TAX BOOK			2019 RAILROAD & UTILITY TAX BOOK		
From Tax Book Personal & Real	State	1,817,793.93	By Collections		1,839,871.92
Add-On	State	0.00	By Delinquent		0.00
Private Car Trust Fund		22,077.99	By Abatement		
Protest					
TOTAL		1,839,871.92	TOTAL		1,839,871.92
PROTESTED TAXES			PROTESTED TAXES		
2019 & Prior Protest			2019 & Prior Protest		
From Tax Book	Prior	5,263.93	By Collections		35,154.65
From Tax Book 2019		464,252.00	By Protest	2019 Real	434,361.28
			By Protest		
			By Protest		
			By Protest		
			By Abatement		
TOTAL		469,515.93	TOTAL		469,515.93
2019 SURTAX			2019 SURTAX		
From Tax Book		502,155.54	By Collections		507,948.65
ADD-ON		722.16	By Delinquent		24,804.26
Railroad & Utilities		40,945.62	By Abatement		1,385.67
Protested		(9,684.73)	By Abatement Railroad		
TOTAL		534,138.59	TOTAL		534,138.58
Total Current Charges		60,805,667.11	Total Current Credits		60,805,667.10

Charges			Credits		
Back Taxes		Amount	Back Taxes		Amount
2018 & Prior Land Tax Book			2018 & Prior Land Tax Book		
From Tax Book		16,937,210.94	By Collections		2,381,468.60
From Additions		4,552.10	By Collections		
Protest real			By Delinquent		14,509,987.31
			By Delinquent		
			By Abatement		50,307.13
TOTAL		16,941,763.04	TOTAL		16,941,763.04
2018 & Prior Personal Tax Book			2018 & Prior Personal Tax Book		
From Tax Book		894,608.47	By Collections		828,644.15
From Additions	2018	269,388.64	By Delinquent		344,582.86
From Additions	2017	41,888.36	By Abatement		39,811.33
From Additions	2016	7,148.13	By Outlaw		
From Additions	2015	4.74	By Outlaw		
TOTAL		1,213,038.34	TOTAL		1,213,038.34
2018 & Prior Railroad Tax Book			2018 & Prior Railroad Tax Book		
From Tax Book		0.00	By Collections		0.00
From Additions		0.00	By Delinquent		0.00
			By Abatements		0.00
TOTAL		0.00	TOTAL		0.00
2018 & Prior Surtax			2018 & Prior Surtax		
From Tax Book		39,383.87	By Collections		32,986.16
Run-On	0	80.76	By Delinquent		6,313.29
Protested			By Abatement		165.18
TOTAL		39,464.63	TOTAL		39,464.63
ALL CITIES			ALL CITIES		
From Tax Book Charge	3/1/2019	329,603.76	By Collections		3,557,712.95
From Tax Book	2019	3,509,379.80	By Collections		
From Additions	2019	29,240.50	By Delinquent		289,920.48
From Additions Protest	Settled	3,112.70	By Abatement		11,033.64
(Protested Taxes)	2019	(12,669.71)	By Outlaw		0.00
TOTAL		3,858,667.05	TOTAL		3,858,667.07
Total Back and Protested		22,052,933.06	Total Back and Protested		22,052,933.08
Other:			Other:		
Delinquent Interest on Taxes		640,086.71	By Collections	Interest on Taxes	640,086.71
From Penalties (2% Penalty, all fees, etc.)		167,633.46	By Collections	Penalties, fees	167,633.46
From Interest on All Investments		25,069.02	By Collections	Interest on Invest	25,069.02
From Interest on late fee		9,745.09	By Collections	Interest on late fee	9,745.09
From Licenses	auctioneer	168.00	By Collections	Auctioneer	168.00
From Licenses	Merch Lic	9,020.00	By Collections	Licenses - Merch	9,020.00
From Licenses	liquor lic	83,544.15	By Collections	liquor license	83,544.15
From Duplicate/Copies/cert		1,426.75	By Collections	Dup/Copies/cert	1,426.75
From Publication Fees		14,574.77	By Collections	Tax Sale Pub Fee	14,574.77
Retirement Fund		370,744.64	By Collections	Retirement fund	370,744.64
From Collect-TMF (before Interest)		133,865.87	By Collections	Collect TMF	133,865.87
Tax Sale Surplus to Treasurer		106,158.42	By Collections	Tax Sale Surplus	106,158.42
PIA Interest		831.90	PIA Interest		831.90
TOTAL		1,562,868.78	TOTAL		1,562,868.78

JOINT RESOLUTION AND PROCLAMTION OF EMERGENCY

Presiding Commissioner Scofield noted that the Joint Resolution and Proclamation of Emergency was voted on and approved by the Commission in an Emergency Meeting on Friday, March 27, 2020 at 2:00 p.m. Presiding Commissioner Scofield read the Resolution which follows the guidelines of the United States President and the Missouri Governor, into the Record.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #458514 through Checks #458574, no Warrants or Transfers or Journal Entries. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes from March 23rd as corrected and March 24th, 2020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes from March 23rd, 2020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

BID RECOMMENDATION FOR HVAC REPAIR/SERVICIS (NON-EPM) #202001-41

Scott Terpening, Building & Grounds, and Nikki Lawrence, Purchasing and Legal Liaison, were present.

Commissioner Wyatt moved to approve the Bid Reference #202002-441 between Ed's Heating and Cooling and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved to make a correction to the motion for Bid Recommendation for HVAC to Ed's Heating and Cooling Bid Reference #202002-441. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

BID RECOMMENDATION FOR PROPANE #202002-442

Nikki Lawrence, Purchasing and Legal Liaison, was present.

Commissioner Wyatt moved to approve Ferrelgas of Nixa, Missouri as the Primary for Propane Bid #202002-442. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Commissioner Wyatt moved to approve AmeriGas LP out of Pennsylvania as Secondary for Propane on Bid #202002-442. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

AGREEMENT FOR PORTABLE TIRE CUTTER – BEHMENR MFG, INC. #20-030RB

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

Commissioner Wyatt moved to approve the Agreement for Portable Tire Cutter with Brehmer Manufacturing, Inc. and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 20-030RB

AGREEMENT
for
Portable Tire Cutter

THIS AGREEMENT dated the 30th day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Brehmer MFG, Inc. dba Eagle International of Lyons, Nebraska ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of portable tire cutter ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202001-440 and any applicable addenda. All such documents shall constitute the "Contract Documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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 costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$27,193.00. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid number 202001-440 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.

AGREEMENT FOR COMPACT TRACK LOADER – FABICK CATERPILLAR #20-072RB

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

Commissioner Wyatt moved to approve the Agreement for Compact Track Loader between Fabick Caterpillar and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 20-027RB

AGREEMENT
for
Compact Track Loader

THIS AGREEMENT dated the 30th day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Fabick Caterpillar, of Springfield, 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 to purchase a Compact Track Loader ("Equipment") shall include the sales order, dated February 25, 2020, and cooperative purchasing Sourcewell Contract #032119-CAT, which are each attached hereto and incorporated herein by reference as Exhibit A. 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed the price as quoted by the aforementioned Sourcewell contract of \$70,600.00. 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 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 specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR 2020 DODGE DURANGO AWD SUV'S – RML BRANSON MO LLC #20-029S

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

Commissioner Wyatt moved to approve the Agreement for 2020 Dodge Durango AWD SUV's with RML Branson MO, LLC dba Tri Lakes Ford Motor. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 20-029S

AGREEMENT
for
2020 Dodge Durango Pursuit AWD SUV's

THIS AGREEMENT dated the 30th day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and RML Branson Mo, LLC dba Tri-Lakes Motors of Branson, Missouri ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of 3 or more 2020 Dodge Durango Pursuit AWD SUV's ("Product") shall include the Contractor's bid response to County's Request For Bid #202001-439 and any applicable addenda. All such documents shall constitute the "Contract Documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$32,994.00 per vehicle. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid number 202001-439 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.

RECESS: 9:35 A.M.

EXECUTIVE SESSION: 10:18 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: Jimmie Russell, Sheriff, was present and Travis Elliott, Attorney, was present via tele-conference.

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

END OF EXECUTIVE SESSION: 11:52 A.M.

RECONVENE: 11:56 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, and Stephanie Spencer, Deputy Clerk.

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

ADJOURNMENT:

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

ADJOURN

12:03 P.M.

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