

**OFFICIAL
COMMISSION MINUTES
APRIL 13TH – 4th DAY OF
THE APRIL 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 9:01 a.m.

COMMISSION REMARKS

None.

MONTHLY BUDGET REPORT

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

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #458775 through Checks #458789 and Checks #458791 through Checks #458831, Warrants #7381 through #7388 and four Transfers or Journal Entries. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt left the meeting at 9:06 a.m.

Commissioner Williams moved to approve Checks #458790. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:07 a.m.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes from March 27th, 30th, 31st, April 6th, 7th, and 9th 2020. 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 April 6th, and 7th, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PAYROLL

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

AGREEMENT FOR WOOD CHIPPER – BERRY COMPANIES, INC. #20-032RB

Devin Huff, Road & Bridge Administrator, requested that the Wood Chipper Agreement be put on hold due to the current economic situation.

DEMONSTRATION AGREEMENT #20-034RB – VERMEER

Devin Huff, Road & Bridge Administrator, was present.

Discussion ensued.

TERM & SUPPLY AGREEMENT – HVAC REPAIR SERVICES – HBV, LLC #20-038M

Scott Terpening, Building & Grounds, was present.

Commissioner Williams moved to approve the Agreement by and between Taney County and HBV, LLC dba Ed's Heating & Cooling. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Term & Supply Agreement
For
HVAC Repair/Services (Non-EPM)

THIS AGREEMENT dated the 13th day of April, 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and HBV, LLC dba Ed's Heating & Cooling of Hollister, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents ("Contract Documents") for this Term & Supply Agreement to provide service and repair for county-wide HVAC units ("Services") shall include the Contractor's bid response to County's Request For Bid #202002-441 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 Duration. This agreement shall commence on March 31, 2020 and extend through March 30, 2023 subject to the provisions for termination specified below. This agreement may only be extended by the order of the County for two (2) additional one (1) year periods subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's 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 expiration.
3. Term & Supply Service. The County agrees to Term & Supply Service from the Contractor and the Contractor agrees to supply the County all items per the Bid specifications as provided on the Response Form, and in conformity with the Contract Documents for the prices set forth in the Contractor's Bid response, as needed and as ordered by Taney County. Contractor shall act as the primary supplier and shall furnish HVAC Repair/Services (Non-EPM) for the County. Repair services will be performed on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as listed within the Bid Response.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202002-441. Billings and invoices may only include the prices provided for via Agreement. No additional fees or extra services, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. *(NOTE: If certain unusual circumstances occur specific to a certain repair which requires additional costs or charges beyond those prices listed within the Bid Response it is understood that if/when unusual circumstances occur which impact pricing the Contractor shall contact Scott Terpening, Taney County Buildings & Grounds Coordinator for permission to continue.)* 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.

GENERATOR MAINTENANCE PROGRAM PROPOSAL – FABICK POWER SYSTEMS #20-039M

Scott Terpening, Building & Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Generator Maintenance Program Proposal also known as Agreement by and between Fabick Power Systems and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

	Generator Maintenance Program Proposal	Date	4-2-2020
	Tel: (417) 866-6651 Fax: (417) 866-9260 2222 East Kearney St. Springfield, MO 65803		

Customer Taney County Courthouse PO Box 1407 Branson Mo. 65653		Account Number: 2702300 Customer Contact: Renee Brusca Customer Phone: 417-546-7920 Customer Office #:
Generator Manufacture: Cat Generator Model: SR4 Generator Serial #: DWB00441 Customer Unit ID: Justice Center kW Rating: 750 Voltage: 480 Services to be Performed: Quarterly Work to be performed during: Normal Hours Agreement Start Date: 6-1-2020	Engine Manufacture: Cat Engine Model: C27 Engine Serial #: MJE00454 Engine Oil Capacity: 19 Gal Unit Location: Courthouse Site Contact: Renee Brusca Telephone Number: 417-546-7920 Email: Renewal Date: 5-30-2021	

Month	Type of Service	Cost Per Service	Additional Service	Additional Service Cost	Service Total
Jun-20					
Jul-20	PM 2	\$2,150.00			\$2,150.00
Aug-20					
Sep-20					
Oct-20	PM 1	\$515.00	Load Bank	\$1,950.00	\$2,465.00
Nov-20					
Dec-20					
Jan-21	PM 1	\$515.00			\$515.00
Feb-21					
Mar-21					
Apr-21	PM 1	\$515.00			\$515.00
May-21					
Contract Total per Year					\$5,645.00

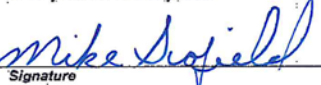
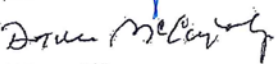
Special Instructions

PM 2 Annual Maintenance Inspection Checklist and Operations Testing
 PM 1 Inspection Checklist and operations Testing
 Load Bank - 2 Hour Load Bank Test per NFPA 110 Code

** Due to the instability of the oil market we cannot guarantee oil prices at the time of the Level II service. Fabick Power Systems reserves the right to adjust the cost of the oil up or down in accordance with oil prices at the time of the service.*

Proposed prices do not include any applicable taxes. Proposal is valid for 60 days. Acceptance of proposal guarantees prices through the duration of the agreement. Prices include a Supply/ Environmental fee. Unless otherwise indicated quotation is based on services being performed during normal business hours. Either party may terminate this agreement upon 30 days written notice.
 This agreement covers normal maintenance during normal working hours. Services performed after normal hours, or on holidays, Saturdays & Sundays, or out of territory, will be charged at an additional rate. The machine must be promptly made available for service upon the arrival of the technician. If the technician's access to the equipment is delayed an additional charge will be applicable at the current labor rate. Should the equipment not be released to be service, the customer will be charged current travel time and mileage. This agreement provides for the service herein specified and does not include any additional service or repairs that may be required due to any cause. Fabick Power Systems, Inc. makes no representation and Customer releases Fabick from responsibility for, and liability for any future failures or failure due to defects in the equipment. Fabick Power Systems shall not be responsible for delays of failures in performance resulting from any act beyond its reasonable control, including but not limited to strikes or other labor disputes, and acts of God. In the event customer fails to pay for the services provided, a late fee of 1 1/2 % per month shall be assessed on all delinquent accounts. Should this agreement be turned over to an attorney for collection, Fabick Power Systems shall be entitled to its cost of collection, including but not limited to court costs and reasonable attorney fees. No employee or agent of Fabick Power Systems is authorized to alter the terms of this Agreement, whether orally or in writing. Customer waives any and all claims whatsoever against Fabick Power Systems for consequential and incidental damages and loss of anticipatory profits. Customer's recourse against Fabick Power Systems is limited to recoupment of periodic maintenance payments paid to Fabick Power Systems. This Agreement is entered into in St. Louis County, Missouri; Customer consents to venue in St. Louis County and waives its right to a jury trial.

Acceptance of Proposal

	04/13/2020	
Signature	Date	Purchase Order Number
	4-2-2020	
Fabick Representative	Date	

COURT ORDERS

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

Commissioner Wyatt moved to approve Exhibit "A" (#205889 – 205894) dated April 13, 2020. Commissioner Williams seconded the motion with a question. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit "A"

ERRONEOUS ASSESSMENT																
Exhibit: <u>A</u>		Date: <u>13 APRIL 2020</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205889	2018	0000-00-00	2020-04-02	08-1.0-12-002-024-022.000	WADE DANIEL P & HADEN GRANT Q	ERRONEOUS ASSESSMENT	0	-1130	0	0	0	0				
205890	2019	0000-00-00	2020-04-02	08-1.0-12-002-024-022.000	WADE DANIEL P & HADEN GRANT Q	ERRONEOUS ASSESSMENT	0	-1130	0	0	0	0				
205891	2019	0000-00-00	2020-04-02	08-1.0-12-001-016-011.000	WADE DANIEL P & HADEN GRANT Q	ERRONEOUS ASSESSMENT	0	-690	0	0	0	0				
205892	2018	0000-00-00	2020-04-02	08-1.0-12-001-016-011.000	WADE DANIEL P & HADEN GRANT Q	ERRONEOUS ASSESSMENT	0	-690	0	0	0	0				
205893	2018	0000-00-00	2020-04-02	08-1.0-12-004-006-018.000	WADE DANIEL P & HADEN GRANT Q	ERRONEOUS ASSESSMENT	0	-1070	0	0	0	0				
205894	2019	0000-00-00	2020-04-02	08-1.0-12-004-006-018.000	WADE DANIEL P & HADEN GRANT Q	ERRONEOUS ASSESSMENT	0	-1070	0	0	0	0				

RECESS: 9:19 A.M.

RECONVENE: 4:14 P.M.

BRANSON TRI LAKES NEWSPAPER DISCUSSION

Present: Presiding Commissioner Scofield, Commissioner Williams (via tele-conference) and Commissioner Wyatt.

Also present: Travis Elliott, Attorney, Mona Cope, Collector, and Stephanie Spencer, Deputy Clerk.

Presiding Commissioner Scofield referenced a letter from Robert Erickson, General Manager Branson Tri Lakes Newspaper.

Discussion ensued.

ADJOURNMENT:

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

ADJOURN

4:31 P.M.

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