

**OFFICIAL  
COMMISSION MINUTES  
APRIL 20 TH – 5<sup>th</sup> 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 9:09 a.m.

**COMMISSION REMARKS**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Dawn Bilyeu, A/P & Payroll, was present.

Commissioner Williams moved to approve Checks #458842 through Checks #458905, Warrant #7393 and no Transfers or Journal Entries. 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 April 13<sup>th</sup>, 2020 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**BID RECOMMENDATION FOR ASPHALT #202004-443**

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

Commissioner Wyatt moved to approve Table Rock Construction as the primary for Bid #202003-443 and Leo Journagan Construction as secondary. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**BID RECOMMENDATION FOR CONCRETE #202004-444**

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

Commissioner Williams moved to award Bid #202003-444 to Table Rock Asphalt Construction Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**BID RECOMMENDATION FOR ASPHALT MATERIALS #202004-445**

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

Commissioner Williams moved to award Bid #202003-445 to Coastal Energy Corporation as the primary supplier and Advanced Brothers as secondary supplier. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**FILL DIRT AGREEMENT COLE FINDLEY**

Devin Huff, Road and Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Unlimited Fill Dirt Agreement between Cole Findley and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Cole Endley (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.

(aye).   
Devin Huff County Highway Administrator

4-13-2020  
Date:

**TANEY COUNTY PUMP OUT PROGRAM DISCUSSION**

John Soutee, Environmental Service Project Coordinator, was present.

Discussion ensued. No action taken.

**PURCHASE CARD ADMENDMENT**

Joanna Jasper, Deputy Auditor, was present.

Commissioner Wyatt moved to approve the amendment to the purchasing policy #2020-04.1. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

## AGREEMENT FOR PUBLICATIONS SERVICES #20-040CM

Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for publication services by and between Taney County and Tri-Lakes Newspaper Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-040CM

### AGREEMENT FOR PUBLICATION SERVICES

THIS AGREEMENT made this 20<sup>th</sup> day of April, 2020 ("Effective Date"), by and between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Tri-Lakes Newspapers, Inc. (hereinafter "Vendor").

IN CONSIDERATION of the mutual promises and obligations of the parties set forth herein, the parties agree as follows:

1. Publication Services. Vendor agrees to provide newspaper publication services to County with a price of \$6.00 per column inch ("Price") based on 9 pt. type with 10 pt. leading on an as needed basis with scheduling by mutual agreement of the parties ("Services"). In no event shall the purchase of Services under the terms of this Agreement exceed Six Thousand Dollars and No Cents (\$6,000.00) during any period of ninety (90) days.

2. Term. The term of this Agreement shall be for an initial term of ninety (90) days from the Effective Date, and may be renewed at the option of County for up to two (2) additional ninety (90) day periods on the same terms and conditions as otherwise set forth in this Agreement, and subject to the limitations set forth in paragraph 1, above.

3. Billing. All billing shall be invoiced with specific department information and include Contract No. \_\_\_\_\_ for reference. The parties agree that any currently pending or issued but unpaid bills or invoices from Vendor to County shall either be re-issued based upon the pricing set forth in this Agreement, or, alternatively, the County may pay any currently pending or issued but unpaid bills or invoices by calculating the amount based upon the price set forth in paragraph 1, above. Billing and invoices shall include only the prices set forth in paragraph 1. No additional fees for Services or taxes shall be included as additional charges in excess of those set forth in paragraph 1. The County agrees to pay all correct monthly statements within thirty (30) days of receipt. Vendor agrees to honor any cash or prompt payment discounts if County makes payment as provided herein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date payment was due.

4. 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.

5. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

6. Termination. This Agreement may be terminated by the County upon thirty (30) days advance written notice for any of the following reasons:

**RECESS: 9:46 A.M.**

**RECONVENNE: 10:09 A.M.**

**EXECUTIVE SESSION: 10:09 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 Administrative.

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

**END OF EXECUTIVE SESSION: 10:47 A.M.**

**RECONVENE: 10:54 A.M.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt (absent).

Also present: Shanna Tilley, Administrative Assistant, and Kim Lovelace, Deputy Clerk.

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

**ADJOURNMENT:**

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

**ADJOURN**

**10:59 A.M.**

*The minutes were taken and typed Kim Lovelace, Deputy Clerk.*