

**OFFICIAL
COMMISSION MINUTES
APRIL 27TH – 7th 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 9:06 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #458922 through Checks #458959, no Warrants and three Transfers or Journal Entries. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes from April 20th, 2020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

Commissioner Williams moved to approve Executive Session Minutes from April 20th, 2020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

APPROVAL OF PAYROLL

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

OVERHEAD DOOR PROPOSAL #20-031M

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

Commissioner Williams moved to approve the proposal by Overhead Door Company of Springfield for repair for the County Jail Cell Sally Port Doors. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (absent).

Overhead Door Co of Springfield

Overhead Door Co. of Springfield
 707 North Grant Ave.
 Springfield, Mo.
 65802
 Phone : 417-862 9339

Overhead Door Co. of Springfield
 707 North Grant Ave.
 Springfield, Mo.
 65802
 Fax : 417-862-5409

The Genuine. The Original.



Proposal #: OHD-23211

PROPOSAL SUBMITTED TO: Taney County Jail			Date 3/18/2020	Attention Scott Terpening
STREET 266 Main			Job Name Taney County Jail	
City Forsyth	State MO	ZipCode 65653	Job Location Forsyth	
Phone Number	Fax Number		Job Phone	

FURNISH AND INSTALL:

Overhead Door Company recommends the following repairs from the PM service recently performed on the Sally Port Doors:

Door 1 Entry:

- 26' of jamb weatherseal
- 1 ea 3" roller for bottom right
- 35' of cable
- 11' of Double contact bottom seal
- 1 ea Pneumatic Safety Edge Kit

Door 2 Exit:

- 11' of Double contact bottom seal
- 1 ea Pneumatic Safety Edge Kit

- The above proposal is priced furnished and installed, NO TAX INCLUDED. OHD assumes customer is tax exempt.- OHD will shut down opening completely during installation.- Please sign this proposal and return it to me by email or fax so we may proceed with your order.

We hereby propose to complete in accordance with above specification, for the sum of:

Eight Hundred Sixty Two Dollars and No Cents

\$862.00

Signature _____

Please call me at your convenience if I may be of further assistance. - Ashley Sperry

Direct Dial: 816-512-1511

TERMS AND CONDITIONS

Payment to be made as follows:

Prices subject to change if not accepted in 30 days.

The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal. Buyer acknowledges and agrees that each and all of the terms and conditions on the reverse side hereof are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are canceled.

Sheila Wyatt, Commissioner, entered the meeting at 9:12 a.m.

SET-UP AND MONITORING AGREEMENT – WESTERN STATES FIRE PROTECTION #20-033RB

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

Commissioner Williams moved to approve and authorize Devin to sign the Agreement by and between Taney County and Western States Fire Protection. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

TAX FEES AND INTEREST APPEAL – HARTMAN

Mona Clark, Collector, and Randolph Hartman, Property Owner, were present.

Commissioner Williams moved to deny the request for penalties and interest to be returned for Personal Property account 1-94086-0 and Parcel number 19-2.0-03-003-001-023.000.

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

HOLDING TANK PUMPING AGREEMENT – S & S PUMPING, INC #20-008RB

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Holding Tank Pumping Agreement by and between S & S Pumping Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-008RB

HOLDING TANK PUMPING AGREEMENT

THIS AGREEMENT made this 27th day of April, 2020 (“Effective Date”), by and between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter “County”) and S&S Pumping, Inc., a Missouri corporation (hereinafter “Vendor”).

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

1. Services. Vendor agrees to provide holding tank pumping services to County for the Taney County Transfer Station located on Buchanan Road as requested by County on an “as needed” basis (“Services”).

2. Price. Vendor shall charge County \$150 per 1000 gallons for the Services described in paragraph 1.

3. Term. This Agreement shall be for an initial term of one (1) year from the Effective Date. This Agreement may be renewed for additional one-year periods by order of the County Commission by providing a notice of renewal to Vendor.

4. Billing and Payment. All billing must be invoiced with specific department information and include Contract reference #20-008RB. Billing and invoices may only include the price set forth in this Agreement and no additional fees or charges shall be included as additional charges. The County agrees to pay all correct bills or invoices within thirty (30) days of receipt. 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 respective successors and assigns for so long as this Agreement remains in full force and effect.

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

- a. Due to material breach of any term or condition of this Agreement;
- b. In the opinion of the County Services are delayed or are not provided in conformity with this Agreement;
- c. If appropriations are not made available and budgeted for any calendar year.

7. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Missouri. Venue for any dispute arising out of the formation, interpretation, or claims regarding a breach of this Agreement shall be solely and exclusively in the Circuit Court of Taney County, Missouri.

AGREEMENT FOR CONCRETE #20-0045RB

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for concrete by and between Taney County and Table Rock Asphalt Construction Co. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-045RB

Agreement
For Concrete

THIS AGREEMENT dated the 21 day of April 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., 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 Concrete ("Product"), shall include the Contractor's bid response to County's Request For Bid #202003-444 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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 Price. Product provided under this Agreement shall not exceed the price as quoted in the Contract Documents and as set forth below.. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3.1.1	Concrete Class B-1	\$142.00 per cubic yard
3.1.2	Standard 6-bag mix	\$137.20 per cubic yard
3.1.3	Flowable Fill	\$126.50 per ton

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year periods subject to the pricing, not to exceed a 5% increase, 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202003-444 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. 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 that payment was due.

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 ASPHALT MATERIALS #20-46RB

Presiding Commissioner Scofield referenced a letter from their attorney.

COASTAL ENERGY CORP – PRIMARY #20-046RB (A)

Commissioner Williams moved to approve the Agreement by and between Taney County and Coastal Energy Corp. for primary for asphalt materials. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-046RB(a)

AGREEMENT
for
ASPHALT MATERIALS
(Primary)

THIS AGREEMENT dated the _____ day of April 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Coastal Energy Corp. of Willow Springs, 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 Asphalt Materials ("Product") shall include the Contractor's bid response to County's Request For Bid # 202003-445 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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 Price. Product provided under this Agreement shall not exceed the price as quoted in the Contract Documents and as set forth below. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. If certain unusual circumstances occur specific to Product availability, the County may consider all options, including the next lowest Bidder.

3.2 ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY				
Item #	Description	Quantity (Est.)	Unit (Measure)	Unit Price (BID)
3.2.1	MC-30	10,000	Gallon	\$2.24
3.2.2	MC-800	500	Gallon	\$2.09
3.2.3	MC-3000	200,000	Gallon	\$1.89
3.3 EMULSIFIED ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY				
Item #	Description	Quantity (Est.)	Unit (Measure)	Unit Price (BID)
3.3.1	CSS-1H	25,000	Gallon	\$1.97
3.3.2	CRS-2P	50,000	Gallon	\$1.99
3.3.3	CRS-2	50,000	Gallon	\$1.79
3.3.4	CQS-1F (Rapid Set Fogseal)	25,000	Gallon	\$1.74

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202003-445 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

VANCE BROTHERS, INC – SECONDARY #20-046RB (B)

Commissioner Williams moved to approve the Agreement by and between Taney County and Vance Brothers, Inc. for asphalt materials as secondary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-046RB(b)

AGREEMENT
for
ASPHALT MATERIALS
(Secondary)

THIS AGREEMENT dated the 27th day of April 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Vance Brothers, Inc. of Kansas City, 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 Asphalt Materials ("Product") shall include the Contractor's bid response to County's Request For Bid # 202003-445 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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 Price. Product provided under this Agreement shall not exceed the price as quoted in the Contract Documents and as set forth below. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. If certain unusual circumstances occur specific to Product availability, the County may consider all options, including the next lowest Bidder.

3.2 ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY				
Item #	Description	Quantity (Est.)	Unit (Measure)	Unit Price (BID)
3.2.1	MC-30	10,000	Gallon	\$2.95
3.2.2	MC-800	500	Gallon	\$2.90
3.2.3	MC-3000	200,000	Gallon	\$2.85
3.3 EMULSIFIED ASPHALT MATERIALS FURNISHED AND DELIVERED TO VARIOUS LOCATIONS IN TANEY COUNTY				
Item #	Description	Quantity (Est.)	Unit (Measure)	Unit Price (BID)
3.3.1	CSS-1H	25,000	Gallon	\$2.15
3.3.2	CRS-2P	50,000	Gallon	\$2.40
3.3.3	CRS-2	50,000	Gallon	\$2.15
3.3.4	CQS-1F (Rapid Set Fogseal)	25,000	Gallon	\$2.25
3.5 BITUMINOUS MIX BIDS, FURNISHED & LOADED ON COUNTY TRUCKS AT BIDDER'S PLANT:				
3.5.3	Cold Mix Patch	3,500	Ton	\$77.50

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202003-445 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

AGREEMENT FOR ASPHALT #20-044RB

TABLE ROCK ASPHALT CONSTRUCTION CO., INC. #20-044RB (A)

Commissioner Williams moved to approve the Agreement by and between Taney County and Table Rock Asphalt Construction Co. for asphalt as the primary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-044RB(a)

AGREEMENT for ASPHALT (Primary)

THIS AGREEMENT dated the 27 day of April 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., 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 Asphalt ("Product") shall include the Contractor's bid response to County's Request For Bid # 202003-443 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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 Price. Product provided under this Agreement shall not exceed the price as quoted in the Contract Documents and as set forth below plus applicable Haul Rates as set forth in the Contract Documents. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, the County may consider all options, including the next lowest Bidder.

	LAI D IN PLACE		
3.2.1	Black Base, Hot Mix	10,000/Ton	\$65.00
3.2.2	Hot Mix Surface Material	15,000/Ton	\$67.00
	FURNISHED & LOADED AT BIDDER'S PLANT		
3.3.1	Black Base, Hot Mix	1,000/Ton	\$50.00
3.3.2	Hot Mix Surface Material	15,000/Ton	\$52.00
3.3.3	Cold Mix Patch	2,500/Ton	\$68.00
3.3.4	3/8" Surface Leveling Mix	5,000/Ton	\$53.50
	DELIVERED		
3.4.1	Cold Mix Patch	3,500/Ton	\$70.49 – West \$71.47 – Mt. Branson \$75.43 – Hilda

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year period 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202003-443 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

LEO JOURNAGAN CONSTRUCTION CO., INC. #20-044RB (B)

Commissioner Williams moved to approve the Agreement by and between Leo Journagan Construction Co. and Taney County for asphalt as secondary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-044RB(b)

AGREEMENT
for
ASPHALT
(Secondary)

THIS AGREEMENT dated the 27 day of April 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Leo Journagan Construction Company, Inc. of Springfield, 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 Asphalt ("Product") shall include the Contractor's bid response to County's Request For Bid # 202003-443 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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 Price. Product provided under this Agreement shall not exceed the price as quoted in the Contract Documents and as set forth below plus applicable Haul Rates as set forth in the Contract Documents. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, the County may consider all options, including the next lowest Bidder.

LAI D IN PLACE			
3.2.1	Black Base, Hot Mix	10,000/Ton	\$72.50
3.2.2	Hot Mix Surface Material	15,000/Ton	\$73.50
FURNISHED & LOADED AT BIDDER'S PLANT			
3.3.1	Black Base, Hot Mix	1,000/Ton	\$51.50
3.3.2	Hot Mix Surface Material	15,000/Ton	\$51.50
3.3.3	Cold Mix Patch	2,500/Ton	\$65.00
3.3.4	3/8" Surface Leveling Mix	5,000/Ton	\$N/A
DELIVERED			
3.4.1	Cold Mix Patch	3,500/Ton	\$65.00 + Haul Rates

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year period 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202003-443 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. In the event the billing dispute is resolved

MAINTENANCE AGREEMENT WITH CUMMINS CENTRAL POWER LLC (LITTLE GENERATOR) #20-042RB

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

Commissioner Wyatt moved to approve the Maintenance Agreement with Cummins Inc. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



SPRINGFIELD MO BRANCH
3637 EAST KEARNEY
SPRINGFIELD, MO 65803
Phone: 417-862-0777

PLANNED MAINTENANCE AGREEMENT

<u>Customer Address</u>	<u>Customer Contact</u>	<u>Quote Information</u>
TANEY COUNTY COURTHOUSE PO BOX 156 Forsyth, MO 65653	Contact: Renee Brusca Phone: 417 5467920 Fax: 417 5468900 Cust Id: 96727	Quote Date: 23-MAR-20 Quote Expires: 23-MAR-21 Quote Num: 95944 Quoted By: Mark H Woodard Quote Term: 1 Year(s)

<u>Site Information</u>			
1	TANEY COUNTY COURTHOUSE	248 MAIN ST	FORSYTH MO 65653

<u>Site Unit Number</u>	<u>Manufacturer</u>	<u>Model</u>	<u>Prod Model</u>	<u>Serial Number</u>	<u>Type</u>
1	COURT HOUSE	ONAN	GEN SET	DGBA	L910437774 ST

<u>Site Unit Number</u>	<u>Service Event</u>	<u>Qty</u>	<u>Sell Price</u>	<u>Extended Price</u>
1	COURT HOUSE STANDARD PM FULL SERVICE	1	993.38	993.38

THIS QUOTE DOES NOT INCLUDE APPLICABLE TAXES

Please complete, sign and return to:
Beau Cross, Inside Sales at beau.cross@cummins.com, Phone: 816-414-8227 or Fax 816-414-8298

Current Account Status: Charge account customer/Pay upon receipt of invoice after service is performed.

Based on your previous PM schedule, tentative schedule is as follows:
ANNUAL FULL SERVICE IN JULY OF 2020.

Unless otherwise requested this quote reflects labor during regular business hours. No additional repairs will be performed without customer's authorization.

***For scheduling efficiency, we are providing you with two renewal options:

Option 1 - A standard quote for renewal with no discount.
Option 2 - Enrollment in Auto-Renew, which is a maximum of a 4% increase each year, but includes a 4% discount this year for signing up. You may cancel at any time.

To select option 1, initial here _____
To select option 2, initial here _____

If you have any questions, concerns or to make any changes please contact:
Andy Sizemore-Planned Maintenance Sales - Central Region - Cummins Sales and Service
Phone 816-518-3659 andy.sizemore@cummins.com Kansas City

NOTICE OF RENEWAL FOR LEASE AGREEMENT #20-041AIR

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the renewal Lease Agreement with Sky Adventurers LLC. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-041AIR

NOTICE OF RENEWAL

To: Sky Adventures, LLC, Joshua Monson, Authorized Representative, 651 West Nichols, Springfield, Missouri, 65802

Notice is given that the County of Taney, Missouri hereby renews its agreement with Sky Adventures, LLC, for the lease of the northeast corner office, space within the main terminal for a classroom, and space for one aircraft in hangar 4B, commencing May 1, 2020, for a period of (1) one year, which will expire on April 30, 2021. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 4/27/2020

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 Notice of Renewal.

By: Donna Neeley
Donna Neeley, County Clerk

Date: 4/27/2020

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
David Clark, Taney County Auditor

Date: 4/27/2020

CITY OF ROCKAWAY FUNDING AGREEMENT – WWTF SCREENING AND GRIT REMOVAL PROJECT (DESIGN ENGINEERING & BIDDING PHASE)

John Soutee, Environmental Services Project Coordinator, was present.

Commissioner Wyatt moved to approve the Funding Agreement for the City of Rockaway Beach Waste Water Treatment Grit Removal Project. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF ROCKAWAY BEACH**

**ROCKAWAY BEACH REGIONAL WWTF SCREENING AND GRIT
REMOVAL PROJECT
(DESIGN ENGINEERING & BIDDING PHASE)**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as “County”) and the City of Rockaway Beach (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the City is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter “Sewer Sales Tax”); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their waste water infrastructure. It has been determined that the project (Rockaway Beach Regional WWTF Screening and Grit Removal Project – Design Engineering & Bidding Phase) is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. **This project will provide for engineering design of a screening and grit removal system to be constructed upstream of the existing influent pumping station. This request also includes funding for the bidding phase portion of the project.**

NOW, THEREFORE, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

CITY OF HOLLISTER FUNDING AGREEMENT – TERTIARY FILTRATION REHABILITATION PROJECT

John Soutee, Environmental Services Project Coordinator, was present.

Commissioner Williams moved to approve the Funding Agreement for City of Hollister Tertiary Filtration Rehabilitation Project. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

***INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF HOLLISTER***

TERTIARY FILTRATION REHABILITATION PROJECT

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as “County”) and the City of Hollister (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the City is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter “Sewer Sales Tax”); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their wastewater infrastructure. It has been determined that the Project (Wastewater Treatment Facility & Sanitary Sewer Capital Improvement Project) is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. **This project will provide for engineering, design and bidding services necessary for the planned upgrades of the WWTF’s tertiary filtration process.**

NOW, THEREFORE, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

PERSONAL PROPERTY / ADD ON REPORT (MARCH 2020)

Wesley Shoemaker, Chief Deputy Clerk, was present.

Commissioner Williams moved to approve and enter into the record the Prepaid Abatements Add on Report from March 2020 as presented by the County Clerk Office. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

COURT ORDERS

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

Commissioner Williams moved to approve Exhibit “A” (#205895 – 205898) dated April 27, 2020. Commissioner Wyatt seconded the motion with a question. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit “A”

RE PAID ABATEMENTS																
Exhibit: <u>A</u>		Date: <u>27 Apr 2020</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205895	2018	0000-00-00	2020-04-22	08-9.0-29-002-001-006.010	HEARD CHARLES CHARNER TRUST 06/26/2003	CLERICAL ERROR	11420	7620	0	0	0	-12830		<i>[Signature]</i>		
205896	2019	0000-00-00	2020-04-22	08-9.0-29-002-001-006.010	HEARD CHARLES CHARNER TRUST 06/26/2003	CLERICAL ERROR	11420	7620	0	0	0	-12830		<i>[Signature]</i>		
205897	2019	0000-00-00	2020-04-22	18-1.0-01-003-004-003.401	WITT JULIE REVOCABLE TRUST 10/14/2008	ERRONEOUS ASSESSMENT	28530	-9410	0	0	0	0		<i>[Signature]</i>		
205898	2018	0000-00-00	2020-04-22	18-1.0-01-003-004-003.401	WITT JULIE REVOCABLE TRUST 10/14/2008	ERRONEOUS ASSESSMENT	28530	-9410	0	0	0	0		<i>[Signature]</i>		

Commissioner Williams moved to approve Exhibit “B” (#205899 – 205900). Commissioner Wyatt seconded the motion with a question. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Exhibit “B”

ERRONEOUS ASSESSMENT																
Exhibit: <u>B</u>		Date: <u>27 Apr 2020</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
205899	2018	0000-00-00	2020-04-22	20-2.0-09-000-000-012.002	GLW ENTERPRISES	ERRONEOUS ASSESSMENT	0	-100	0	0	0	0		<i>[Signature]</i>		
205900	2019	0000-00-00	2020-04-22	20-2.0-09-000-000-012.002	GLW ENTERPRISES	ERRONEOUS ASSESSMENT	0	-100	0	0	0	0		<i>[Signature]</i>		

RECESS: 10:04 A.M.

RECONVENNE: 10:19 A.M.

EXECUTIVE SESSION: 10:19 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: Travis Elliott, Attorney, was present via tele-conference.

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

END OF EXECUTIVE SESSION: 11:38 A.M.

RECONVENE: 11:38 A.M.

ADJOURNMENT:

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

ADJOURN
11:40 A.M.

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