

**OFFICIAL
COMMISSION MINUTES
SEPTEMBER 21ST, 2020 – 16TH DAY OF
THE JULY 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 9:02 a.m.

COMMISSION REMARKS

Presiding Commissioner Scofield announced that President Trump has issued that all flags to be flown half-staff in honor of the passing of Ruth Bader Ginsburg who served 27 years as the Associate Justice of the Supreme Court of the United States; the flags will remain half-staff until her interment.

PRESENTATION OF CERTIFICATE OF APPRECIATION TO MARY MABRY ON BEHALF OF NEIL MABRY

Presiding Commissioner Scofield presented a Certificate of Appreciation to Mary Mabry for the many years of service given by Neil Mabry.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #460645 through Check #460707, Warrants #7473 through #7480 and one Journal Entry or Transfer. 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 the Regular Session Minutes for September 14th, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Executive Session Minutes for September 14th, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

OUTLAW THE 2016 PERSONAL PROPERTY TAXES PER RSMo 140.730

Mona Cope, Collector, was present.

Commissioner Williams moved to approve the Outlaw of 2016 Personal Property Taxes as presented by County Collector, Mona Cope. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

NOTICE OF RENEWAL #20-096HR

Presiding Commissioner Scofield referenced a letter from their attorney.

MEMORIALIZATION OF TERMS OF APPOINTMENT OF INSURANCE AGENT OF RECORD (HEALTH) – OLLIS/AKERS/ARNEY

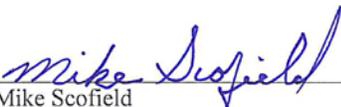
Commissioner Wyatt moved to approve the Memorialization of Terms of Appointment of Insurance Agent of Ollis/Akers/Arney for the Health Insurance for the period October 1, 2020 to September 30, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-096HR(a)

NOTICE OF RENEWAL OF
MEMORIALIZATION OF TERMS OF APPOINTMENT
OF INSURANCE AGENT OF RECORD (HEALTH)

To: Ollis and Company d.b.a. Ollis/Akers/Arney, Richard Ollis, President/CEO, 201 Buccaneer Boulevard, Branson, Missouri 65616

Notice is given that the County of Taney, Missouri hereby renews with Ollis/ Akers/ Arney the Memorialization of Terms of Appointment of Insurance Agent of Record (Health) for a period of one year, beginning on October 1, 2020. A copy of the original is attached hereto as Exhibit A.

By: 
Mike Scofield
Presiding Commissioner

Date: 09/21/2020

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: 9/22/2020

MEMORIALIZATION OF TERMS OF APPOINTMENT OF INSURANCE AGENT OF RECORD (PROPERTY & LIABILITY) – CONNELL INSURANCE

Commissioner Williams moved to approve the Memorialization of Terms of Appointment of Insurance Agent of Record by and between Connell Insurance and Taney County.

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

No. 20-096HR(b)

NOTICE OF RENEWAL OF
MEMORIALIZATION OF TERMS OF APPOINTMENT
OF INSURANCE AGENT OF RECORD (PROPERTY & LIABILITY)

To: Connell Insurance, Tim Connell, President/CEO, P.O. Box 1840, Branson, Missouri 65616

Notice is given that the County of Taney, Missouri hereby renews with Connell Insurance the Memorialization of Terms of Appointment of Insurance Agent of Record (Property & Liability) for a period of one year, beginning on October 1, 2020. A copy of the original is attached hereto as Exhibit A.

By: Mike Scofield
Mike Scofield
Presiding Commissioner

Date: 09/21/2020

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
Donna Neeley
County Clerk

Date: 9/22/2020

AGREEMENT FOR COVID MAIL-IN ABSENTEE ENVELOPES – ELKINS-SYWERS CO., INC. #20-100C

Wesley Shoemaker, Deputy Clerk, and Nikki Lawrence, Purchasing Director and Legal Liaison, were present.

Commissioner Williams moved to approve the Agreement for COVID Mail- In Absentee Envelopes by and between Taney County and Elkins-Swyers, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-100C

**AGREEMENT
for**

COVID Mail-In Absentee Envelopes (Up To 12,000 Each)

THIS AGREEMENT dated the 21st day of September 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Elkins-Swyers Co., Inc. (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 COVID Mail-In Absentee Envelopes for the Taney County Clerk's Office ("Product") shall include the Contractor's bid response to County's Request For Bid #202008-455 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, plus actual freight costs, with a delivery time not to exceed 4 weeks. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for one (1) additional year by order of the County Commission subject to the pricing 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202008-455 for tracking. 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.

TANEY COUNTY HEALTH DEPARTMENT UPDATE

Kathryn Metzger, Taney County Health Department Program Manager, updated the Commission on the current Taney County COVID-19 status and various Health Department programs.

AGREEMENT FOR PNEUMATIC ROLLER #20-099RB

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

Commissioner Williams moved to approve the Agreement for Pneumatic Tie Roller by and between Taney County and G W Van Keppel Company Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-099RB

AGREEMENT
for
PNEUMATIC TIRE ROLLER

THIS AGREEMENT dated the 21st day of September 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, herein "County" and G W Van Keppel Company of Springfield, Missouri herein "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 to purchase a Pneumatic Roller, BOMAG Model #BW11RH-5, ("Equipment") shall include quote dated August 31, 2020, and cooperative purchasing Sourcewell Contract #032119-BAI, which are each attached hereto and incorporated herein by reference as Exhibit A. Product or service data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of 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 \$78,489.00. 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include Sourcewell Contract #032119-BAI for reference. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if 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.

MATERIAL BID RECOMMENDATION FOR DALTON ROAD BRIDGE

Devin Huff, Road & Bridge Administrator, and Jason Sivils, Great River Engineering, were present.

Commissioner Williams moved to award the Bid for the Dalton Road Bridge reinforcing steel package and beam package to Viebrock Sales & Service, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 9:35 A.M.

RECONVENNE: 10:02 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Scott Starrett, Planning & Zoning Administrator, Travis Heier, HDR Engineer, Jason Sivils, Great River Engineering, and Stephanie Spencer, Deputy Clerk were present.

Discussion Ensued.

RECESS: 10:49 A.M.

RECONVENNE: 10:49 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Nikki Lawrence, Purchasing Director and Legal Liaison, and Stephanie Spencer, Deputy Clerk, were present.

The commission met with their staff to review the day's business and go over the 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: 10:58 A.M.

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