

**OFFICIAL  
COMMISSION MINUTES  
MARCH 1<sup>ST</sup>, 2021 – 18<sup>TH</sup> DAY OF  
THE JANUARY 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 9:05 a.m.

**COMMISSION REMARKS**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #462466 through Check #462539 and Checks #462541 through Check #462543, Warrant #7636 and three Journal Entries/Transfers.

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

Presiding Commissioner Scofield moved to approve Check #462540. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), 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).

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Wyatt moved to approve Executive Minutes for February 22<sup>nd</sup>, 2021.

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

Commissioner Wyatt moved to approve Regular Session Minutes for February 22<sup>nd</sup>, 2021.

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

**TRAFFIC SAFETY GRANT AUTHORIZATION #21-0125**

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Authorization for Grant Application.

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

## AGREEMENT FOR COMPACT TRACK LOADER #21-010RB

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

Commissioner Williams moved to approve the agreement by and between Fabick Tractor, Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-010RB

### Agreement for Compact Track Loader

THIS AGREEMENT dated the 1<sup>st</sup> day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, Inc. dba Fabick Southwest, Inc., 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 agreement, dated February 1, 2021, 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 sales agreement of \$70,500.00. 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 and include Sourcewell Contract #032119-CAT for reference. 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 BACKHOE LOADER #21-009RB

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

Commissioner Williams moved to approve the agreement between John Fabick Tractor, Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-009RB

### Agreement for Backhoe Loader

THIS AGREEMENT dated the 1<sup>st</sup> day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, Inc. dba Fabick Southwest, Inc., 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 Backhoe Loader ("Equipment") shall include the sales agreement, dated February 1, 2021, 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 sales agreement of \$111,807.00. 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 and include Sourcewell Contract #032119-CAT for reference. 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 PARKING GARAGE DECK COATING #21-008RB

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

Commissioner Wyatt moved to approve the agreement for the parking garage deck coating with MTS, Contracting and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-008CM

### AGREEMENT for Parking Garage Deck Coating

THIS AGREEMENT dated the 1<sup>st</sup> day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and MTS Contracting, Inc. of Springfield, Missouri (hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement for Parking Garage Deck Coating ("Service") shall include proposal dated January 22, 2021, and cooperative purchasing Sourcewell Contract #MO-GSA-GC02-091118-MTS 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. The Service provided under this Agreement shall not exceed the costs as quoted in price proposal, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Service per the price proposal, and as ordered by County, however, in no event shall the total price paid by County exceed the total price of \$53,929.54. 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 #MO-GSA-GC02-091118-MTS for tracking. 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.

**NOTICE OF RENEWAL FOR INTERGOVERNMENTAL COOPERATIVE AGREEMENT BETWEEN CITY OF HOLLISTER AND GRAHAM-CLARK AIRPORT #18-005CM**

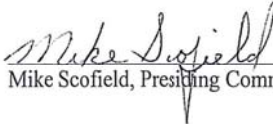
Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Intergovernmental Cooperative Agreement between City of Hollister for the Graham-Clark Airport and Taney County to extend it to March 31, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

NOTICE OF RENEWAL:


To: City of Hollister, Missouri

Notice is given that Taney County, Missouri agrees to renew the Intergovernmental Cooperative agreement dated February 1, 2018, as amended by an Addendum dated March 2, 2020 with the City of Hollister, relating to the city's utilization and occupancy of Hangar No. 1 at Graham-Clark Airport, commencing March 2, 2021, [REDACTED], for a period not to exceed twenty-nine (29) days, which will expire on March 31, 2021, subject to each and every term of the Agreement and Addendum. The parties agree that other than as specifically set forth in this Notice, the terms and conditions shall not be altered or amended and the rights and obligations of the parties remain in full force and effect. A copy of the Agreement and Addendum is attached hereto as Exhibit A.

  
Mike Scofield, Presiding Commissioner

Date: 03/01/2021


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: 3/2/2021

**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, Taney County Auditor

Date: 3/1/2021

**DISCUSSION OF CARES ACT RECOMMENDATIONS**

Melissa Duckworth, Emergency Management Assistant, was present.

Commissioner Williams moved to approve Exhibit "A" with funding 100% of first time applicants and using funds combined totaling up to and including \$250,000 evenly distributed based on percentage all with qualified supporting documentation on the final requests. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PARK BOARD RESIGNATION ACCEPTANCE AND APPOINTMENT**

Commissioner Williams moved to accept the resignation of Olen Tate. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to appoint Allan Cotant – a three year term to serve on the Park Board. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECESS: 9:48 A.M.**

**EXECUTIVE SESSION 10:14 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021. (1)(12) (LEGAL & CONTRACTS)**

*(Taney County Commission Conference Room)*

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

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

**END OF EXECUTIVE SESSION 1:15 P.M.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Lesley Wallace, Commissions Assistant.

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: 1:19 P.M.**

*The minutes were taken Mike Scofield, Presiding Commissioner, and Stephanie Spencer, Deputy Clerk, and typed by Stephanie Spencer, Deputy Clerk.*