

**OFFICIAL
COMMISSION MINUTES
APRIL 26th 2021 – 5TH 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 9:04 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #463207 through Check #463282, Warrants #7666 through Warrant #7667 and nine Journal Entries/Transfers. Commissioner Williams 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).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Minutes for April 19th, 2021, Regular Session Minutes for April 19th, 2021 and Executive Minutes for April 21st, 2021. Commissioner Wyatt seconded the motion with discussion. Commissioner Williams amended his motion to include Regular Session Minutes for April 21st, 2021. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PERSONAL PROPERTY ABATEMENTS AND ADD-ON REPORT FOR MARCH 2021

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to accept and enter into the record the Abatements and Add-On Report for March 2021 as presented by the County Clerk Office. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LEASE AGREEMENT 2021 #21-033AIR

Mike Mulnik, M. Graham Clark Airport Manager, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

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

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 26 day of April, 2021, by and between the Taney County Commission on behalf of **Taney County, Missouri**, hereinafter referred to as "County" or "LESSOR", and Sky Adventures, LLC, a Missouri Limited liability company in good standing, hereinafter referred to as "LESSEE".

WHEREAS, Taney County, Missouri is the owner of M. Graham Clark Field-Taney County Airport (hereinafter referred to as "Airport"), located in the County of Taney, State of Missouri; and

WHEREAS, County has space available for the operation of a flight school and said commercial operation would be a benefit to the community; and

WHEREAS, LESSEE is desirous of securing and entering into an agreement (hereinafter referred to as "Agreement") to provide adequate facilities and service to meet the demands of the public, patrons, and other persons at the Airport for services including flight training of the type and character herein permitted by County; and

NOW THEREFORE, the parties hereto, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed and the consideration to be paid to County by LESSEE, do agree as follows:

1. LEASED PREMISES, TERM, RENTAL

That in consideration of the covenants and agreements herein contained on the part of the LESSEE to be observed and performed, the LESSOR does hereby lease and demise unto the LESSEE and the LESSEE does hereby take, lease and hire from the LESSOR the premises which consists of certain space at the M. Graham Clark Field-Taney County Airport, located at Point Lookout, Taney County, Missouri, said premises more particularly described as follows:


- (A) Terminal Building: Northeast Corner office.
- (B) Terminal Building: Space within main terminal as assigned by airport manager for classroom space, to be used ONE day per week with prior approval.
- (C) Aircraft Storage: Space for one (1) aircraft in Hangar 4B.

To have and to hold unto the LESSEE, its successors and assigns, for the term of one (1) year commencing the 1st day of May, 2021, and ending on the 30th day of April, 2022. At the expiration of the term of this Agreement, the agreement may be extended or a new agreement entered into after negotiation, upon the approval, in writing, of both parties.

GENERATOR MAINTENANCE PROGRAM PROPOSAL 2021 #21-032M

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

Commissioner Williams moved to approve the agreement for Generator Maintenance Program 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 <u>4-15-2021</u>		
Tel: (417) 866-6651 Fax: (417) 866-8260 2222 East Kearney St. Springfield, MO 65803					
Customer Taney County Courthouse PO Box 1407 Brunson Mo 65653		Account Number 2702300 Customer Contact Renee Brusca Customer Phone 417-546-7920 Customer Office #			
Generator Manufacture Caterpillar Generator Model SR4 Generator Serial # DWB00441 Customer Unit ID Justice Center KW Rating 750 Voltage 480 Services to be Performed Annual Work to be performed during M-F Normal Hours Agreement Start Date 6-1-2021	Engine Manufacture Caterpillar Engine Model C27 Engine Serial # MJE00464 Engine Oil Capacity Unit Location Courthouse Site Contact Renee Brusca Telephone Number 417-646-7920 Email Renewal Date 5-30-2022				
Services					
Month	Type of Service	Cost Per Service	Additional Service	Additional Service Cost	Service Total
Jun-21					
Jul-21	PM 2	\$2,250.00			\$2,250.00
Aug-21					
Sep-21					
Oct-21	PM 1	\$525.00	Load bank	\$1,950.00	\$2,475.00
Nov-21					
Dec-21					
Jan-22	PM 1	\$525.00			\$525.00
Feb-22					
Mar-22					
Apr-22	PM 1	\$525.00			\$525.00
May-22					
		Contact Total per Year			\$5,775.00
Instructions Emergency Power Generator Services Level II Annual Maintenance and Inspection -- Level I quarterly service and inspection Two Hour Load Bank Test per NFPA 110 guidelines * 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/Delivery/Installation fee. Quotes offered are based on services being performed during normal business hours. Price quotes 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 invoice 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 service, the customer will be charged current rate of 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 or failures in performance resulting from any use 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 1.5% 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 the 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					
X <u>Mike Scofield</u> Signature		<u>04/26/2021</u> Date	Purchase Order Number		
<u>Dave McCarty</u> Fabick Representative		<u>4-15-2021</u> Date			

AGREEMENT FOR INMATE TRANSPORTATION SERVICES #21-031S

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

Commissioner Williams moved to approve the agreement for Inmate Transportation Services by and between the Taney County and Central Missouri Security Services, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-031S

Agreement
for
Inmate Transport Services

THIS AGREEMENT dated the 26th day of April, 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Central Missouri Security Services, LLC of Jefferson City, 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 for Inmate Transportation Services ("Services") shall include Christian County Missouri Contract/RFP, including all attached documents, and the Agreement for Contract Services, dated July 13, 2020, including all attached documents ("Contract Documents"). Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. All references to Christian County in the Contract Documents shall be deleted and replaced with reference to Taney County, unless the context clearly provides otherwise under the circumstances. The terms and conditions set forth in the Contract Documents are incorporated herein by reference, however, 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. Contractor agrees to provide Inmate Transportation Services ("Services") as described in the Contract Documents as needed and ordered by the County and County agrees to pay the following contract price for the Services: ~~\$0.86~~ per mile for out of state and ~~\$0.76~~ per mile for in state transports. Contractor shall act as the primary supplier for Inmate Transportation Services for the County. Said services will be performed on an "as needed / when needed" basis with scheduling being completed via mutual agreement with the Taney County Sheriff's Department. If certain unusual circumstances occur specific to Vendor availability, the County may consider all other options. All charges, costs, and services provided by this Agreement are pursuant to § 70.220, RSMo.

3. Contract Duration. The initial term of this Agreement shall commence on the date it is fully executed and shall terminate on June 30, 2021, however, this Agreement shall automatically renew for two (2) additional one (1) year terms for the periods from July 1, 2021 to June 30, 2022 ("First Renewal Term") and from July 1, 2022 to June 30, 2023 ("Second Renewal Term"), unless County provides thirty (30) days' advance written notice to Contractor prior to the date of termination of the Initial Term or either Renewal Term, and subject to the termination provisions set forth in paragraph 7.

4. Billing and Payment. All billing must be invoiced with specific department information. 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. However, this Agreement does not confer exclusivity upon Contractor.

NOTICE OF RENEWAL FOR ASPHALT

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

PRIMARY #21-036RB (a)

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

NOTICE OF RENEWAL

To: Table Rock Asphalt Construction Co., Inc., Joel Simmons, Authorized Representative, P.O. Box 1165, Branson, Missouri 65615

Notice is given that the County of Taney, Missouri hereby renews its agreement with Table Rock Asphalt Construction Co., Inc, for asphalt, commencing April 27, 2021, for a period of (1) one year, which will expire on April 26, 2022. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 04/26/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 4/26/2021

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
David Clark, Taney County Auditor

Date: 4/26/2021

SECONDARY #21-036RB (b)

Commissioner Williams moved to approve the Notice of Renewal for asphalt by and between Taney County and Leo Journagan Construction Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

NOTICE OF RENEWAL

To: Leo Journagan Construction Company, Inc., John A. View, III, Authorized Representative, 3003 E. Chestnut Expwy., Ste #1200, Springfield, Missouri 65802

Notice is given that the County of Taney, Missouri hereby renews its agreement with Leo Journagan Construction Company, Inc., for asphalt, commencing April 27, 2021, for a period of (1) one year, which will expire on April 26, 2022. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 04/26/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 4/26/2021

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
David Clark, Taney County Auditor

Date: 4/26/2021

NOTICE OF RENEWAL FOR ASPHALT MATERIALS

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

PRIMARY #21-037RB (a)

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

No. 21-037RB(a)

NOTICE OF RENEWAL

To: Coastal Energy Corp., Jon Singleton, Authorized Representative, P.O. Box 218, Willow Springs, Missouri 65793

Notice is given that the County of Taney, Missouri hereby renews its agreement with Coastal Energy Corp., for asphalt materials, commencing April 27, 2021, for a period of (1) one year, which will expire on April 26, 2022. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 04/26/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 4/26/2021

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*
David Clark, Taney County Auditor

Date: 4/26/2021

SECONDARY #21-037RB (b)

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

No. 21-037RB(b)

NOTICE OF RENEWAL

To: Vance Brothers, Inc., Robert A. Vance, Authorized Representative, 5201 Brighton, Kansas City, Missouri 64130

Notice is given that the County of Taney, Missouri hereby renews its agreement with Vance Brothers, Inc., for asphalt materials, commencing April 27, 2021, for a period of (1) one year, which will expire on April 26, 2022. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 04/26/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 4/26/2021

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*
David Clark, Taney County Auditor

Date: 4/26/2021

AGREEMENT FOR CONCRETE

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

PRIMARY #21-035RB (a)

Commissioner Wyatt moved to approve the agreement for concrete from Table Rock Asphalt Construction Co., Inc. as primary and Taney County.

No. 21-035RB(a)

Agreement for Concrete

THIS AGREEMENT dated the 26 day of April 2021 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 #202103-473 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates 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 Contract of Product increases. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

Concrete Class B-1 \$ 129.00 per cubic yard
Standard 6-Bag Mix \$ 119.45 per cubic yard
Flowable Fill \$ 105.50 per cubic yard

Zone	Miles	Delivery	Small Haul
A	0-10	\$ 20.00	\$ 40.00
B	11-15	\$ 23.00	\$ 50.00
C	16-20	\$ 26.00	\$ 60.00
D	21-25	\$ 29.00	\$ 70.00
E	26-30	\$ 32.00	\$ 80.00
F	31-35	\$ 37.00	\$ 90.00
G	36-40	\$ 42.00	\$ 100.00
H	41-45	\$ 47.00	\$ 110.00
I	46-50	\$ 52.00	\$ 120.00

Delivery rates are per yard and are from TRAC Concrete Plant #2 located at 3600 State Highway 248 in Branson, MO
Loads less than 4 yards will incur a per load small haul fee

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 for three (3) additional one (1) year periods by order of the County Commission 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 full expiration.

SECONDARY #21-035RB (b)

Commissioner Williams moved to approve the agreement for concrete by and between American R & C, LLC dba Buchanan Material & Tri-Lakes Redi Mix and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement for Concrete

THIS AGREEMENT dated the 26 day of April, 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and American R&C, LLC dba Buchanan Materials & Tri Lakes Redi Mix 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 #202103-473 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices 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 Contract of Product increases. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

Concrete Class B-1	\$ 185.00 per cubic yard
Standard 6-Bag Mix	\$ 140.00 per cubic yard
Flowable Fill	\$ 70.00 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 for three (3) additional one (1) year periods by order of the County Commission 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 full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202103-473 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.

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

NOTICE OF RENEWAL FOR GASOLINE AND DIESEL FUEL

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

PRIMARY #21-034RB (a)

Commissioner Williams moved to approve the Notice of Renewal for Gasoline and Diesel Fuel by and between Petroleum Traders Corporation, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-034RB(a)

NOTICE OF RENEWAL

To: Petroleum Traders Corporation, Gayle Newton, Authorized Representative, P.O. Box 2357, Fort Wayne, Indiana 46801

Notice is given that the County of Taney, Missouri hereby renews its agreement with Petroleum Traders Corporation, for gasoline and diesel fuel, commencing April 29, 2021, for a period of (1) one year, which will expire on April 28, 2022. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 04/26/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 4/26/2021**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: 4/26/2021

SECONDARY #21-034 (b)

Commissioner Williams moved to approve the Notice of Renewal for Gasoline and Diesel Fuel by and between Empire Energy, LLC., and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-034RB(b)

NOTICE OF RENEWAL

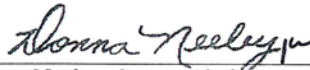
To: Empire Energy, LLC., Allison Fulmer, Authorized Representative, P.O. Box 7500, Branson, Missouri, 65616

Notice is given that the County of Taney, Missouri hereby renews its agreement with Empire Energy, LLC., for gasoline and diesel fuel, commencing April 29, 2021, for a period of (1) one year, which will expire on April 28, 2022. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 04/26/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 4/26/2021

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: 4/26/2021

ROUND MOUNTAIN BRIDGE SUB-CONTRACTS #21-029RB

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

Commissioner Williams moved to approve the Request for Approval of Sub-Contractors between Hartman & Company Inc. and the following proposed Subcontractors, James H. Drew Corporation, JLA Construction, Realm Construction, Inc., Road Runner Safety Service, Inc., Advanced Highway Sign & Supply, Arrow Drilling, Crawford, Murphy & Tilley, Inc
Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

JOHN H. DREW CORPORATION

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route: Round Mountain Road
 County/City: Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: James H Drew Corporation The Subcontractor is classified:
 Address: PO Box 717 Non-DBE
Sedalia, MO 65302 DBE
 Telephone: 660-826-2335

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

Mike Seafield COUNTY/CITY APPROVAL
 Approval - County/City Representative Date 04/26/2021

Distribution after approval:
 Contractor, County/City Rep.

Subcontractor Number: _____

Fig. 136.11.4

JLA CONSTRUCTION

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route: Round Mountain Road
 County/City: Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: JLA Construction The Subcontractor is classified:
 Address: PO Box 718 Non-DBE
Brookline, MO 65619 DBE
 Telephone: 417-887-7348

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

Mike Seafield COUNTY/CITY APPROVAL
 Approval - County/City Representative Date 04/26/2021

Distribution after approval:
 Contractor, County/City Rep.

Subcontractor Number: _____

Fig. 136.11.4

REALM CONSTRUCTION INC.

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route Round Mountain Road
 County/City Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: Realm Construction Inc. The Subcontractor is classified:
 Address: PO Box 1236 Non-DBE
Blue Springs, MO. 64103 DBE
 Telephone: 913-221-3857

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

COUNTY/CITY APPROVAL
Mike Scofield 04/26/2021
 Approval - County/City Representative Date

Distribution after approval: _____ Subcontractor Number: _____
 Contractor, County/City Rep.

Fig. 136.11.4

ROAD RUNNER SAFTEY SERVICE INC.

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route Round Mountain Road
 County/City Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: Road Runner Safety Services, Inc. The Subcontractor is classified:
 Address: PO Box 552 Non-DBE
Jackson, MO 63755 DBE
 Telephone: 573-204-0060

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

COUNTY/CITY APPROVAL
Mike Scofield 04/26/2021
 Approval - County/City Representative Date

Distribution after approval: _____ Subcontractor Number: _____
 Contractor, County/City Rep.

Fig. 136.11.4

ADVANCED HIGHWAY SIGN AND SUPPLY

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route: Round Mountain Road
 County/City: Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: Advanced Highway Sign & Supply The Subcontractor is classified:
 Address: PO Box 88 Non-DBE
Halltown, MO 65664 DBE
 Telephone: 417-491-2064

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

COUNTY/CITY APPROVAL
Mike Seafield 04/26/2021
 Approval - County/City Representative Date

Distribution after approval: _____
 Contractor, County/City Rep. Subcontractor Number: _____

Fig. 136.11.4

ARROW DRILLING

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route: Round Mountain Road
 County/City: Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: Arrow Drilling The Subcontractor is classified:
 Address: 2016 Rose Lane Non-DBE
Pacific, MO 63069 DBE
 Telephone: 636-271-6300

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

COUNTY/CITY APPROVAL
Mike Seafield 04/26/2021
 Approval - County/City Representative Date

Distribution after approval: _____
 Contractor, County/City Rep. Subcontractor Number: _____

Fig. 136.11.4

CRAWFORD, MURPHY, & TILLEY INC.

REQUEST FOR APPROVAL OF SUBCONTRACT

Federal Project Number: BRO-NBIL-B106 (001)
 Route Round Mountain Road
 County/City Taney County
 TO: Brent Greek w/Great River Engineering
 (County/City Representative)

We request County/City approval to sublet the items of work listed on the back of this form to:

Subcontractor: Crawford, Murphy & Tilley, Inc. The Subcontractor is classified:
 Address: 1631 W Elfindale Non-DBE
Springfield, MO 65807 DBE
 Telephone: 417-869-6009

By signing below, I certify that the subcontract agreement with the proposed subcontractor includes provisions to comply with all requirements of the contract identified above, and for Federal-aid projects, Form FHWA-1273 has been physically inserted into the subcontract agreement. This request must include a completed DBE Subcontractor Worksheet (Fig 136.11.5), Subcontractor Certification Regarding Affirmative Action form (Fig 136.11.6) and the name, address, and telephone number of the subcontractor's EEO Officer on the subcontractor's letterhead.

Respectfully submitted,

Hartman & Company
 (Contractor)
 By Tyson Bahner
 Date _____

This portion to be completed by County/City

PREVIOUSLY APPROVED SUBCONTRACTORS	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____

Mike Scofield COUNTY/CITY APPROVAL
 Approval - County/City Representative 04/26/2021
 Date

Distribution after approval:
 Contractor, County/City Rep.

Subcontractor Number: _____

Fig. 136.11.4

RECESS: 9:28 A.M.

RECONVENE: 10:03 A.M.

ROUND TABLE DISCUSSION – AP PROCESS

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Melanie Smith, Treasurer, Renee Brusca, Building and Grounds, Dawn Bilyeu, A/P & Payroll, and Jana Johnson, Auditor Clerk, Kim Lovelace, Deputy Clerk.

Discussion ensued.

RECESS: 10:26 A.M.

EXECUTIVE SESSION 10:30 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(18)(21) (LEGAL, OPERATIONAL GUIDELINES, RECORDS)

(Taney County Commission Hearing 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 12:45 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, Commission 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: 12:53 P.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk and typed by Kim Lovelace, Deputy Clerk.