

**OFFICIAL
COMMISSION MINUTES
OCTOBER 25th, 2021 – 5th DAY OF
THE OCTOBER 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

Presiding Commissioner Scofield announced that the OACAC office has moved to a new location in Branson, MO – 5571 Gretna Road, Suite #A. The office is working by appointment only and can be reached at 417-239-1882.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #465244 through Check #465320, Warrants #7807 through Warrant #7809, and four 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 Wyatt moved to approve Executive Session Minutes for October 18th, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for October 18th, 2021 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for October 19th 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MISSOURI'S IMMUNIZATION REGISTRY MOU #21-122S

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

Commissioner Williams moved to table the Missouri Immunization Registry MOU #21-122S until November 1, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RENEWAL TO AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES #21-132S

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

Discussion ensued. No action taken.

AGREEMENT FOR GRINDER #21-124CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for grinder by and between Taney County and JWC Environment, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-124CM

Agreement
for
Grinder

THIS AGREEMENT dated the 25th day of October 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and JWC Environmental, Inc. of Santa Ana, California (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 a grinder ("Equipment") shall include the County's Notice of Intent to Declare Single Source Provider # 202109-489, Contractor's In-Channel Grinder Budget Design Information dated 6-29-21 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Equipment provided under this Agreement shall not exceed \$62,000 as quoted in the Contract Documents. The County agrees to this purchase and Contractor agrees to supply the County the Equipment pursuant to the Contract Documents. If any issues arise which may hinder or delay Equipment availability or delivery, County may consider all options including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. 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 shall be invoiced with specific department information and include bid reference SSP #202109-489 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.

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.

BID RECOMMENDATION FOR PROPANE #202109-490

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

Commissioner Wyatt moved to approve the Abbey Lane, LPG LLC bid of \$2.39 per gallon with Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**BID RECOMMENDATION FOR TRANSFER/TIPPING TRAILERS (1 OR MORE)
#202110-491**

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

Commissioner Williams moved to approve award #RFB202110-491 for Transfer/Tipping Trailers to East Manufacturing Corporation of Randolph, Ohio. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, and Kenny Davis, Field Appraiser, were present.

Commissioner Williams moved to approve Exhibit "A" dated October 25th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"

Exhibit: A Date: _____

OCCUPANCY

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
212117	2021	0000-00-00	2021-10-18	04-9.0-32-001-029-005.000	SHAVER JERRY	OCCUPANCY	9010	-3160	0	0	0	0			

Commissioner Wyatt moved to approve Exhibit "C" dated October 25th, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "C"

Exhibit: C Date: 25 Oct 2021

CLERICAL ERROR

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
212124	2021	0000-00-00	2021-10-18	17-2.0-03-003-001-004.016	JMS PROPERTY LLC	CLERICAL ERROR	665	-2835	0	0	0	0			
212125	2021	0000-00-00	2021-10-18	18-2.0-03-000-000-006.012	FORTIN DANIEL & RHONDA	CLERICAL ERROR	6551	-27930	0	0	0	3678	-7816		
212126	2021	0000-00-00	2021-10-18	08-4.0-20-000-000-063.202	BUSHEL & PECK LLC	CLERICAL ERROR	21386	0	0	0	0	12006	-25513		
212127	2021	0000-00-00	2021-10-18	08-4.0-17-000-000-007.118	SUMMER BREEZE RENTALS LLC	CLERICAL ERROR	22861	-21	0	0	0	12835	8022		
212128	2021	0000-00-00	2021-10-18	17-1.0-02-003-001-040.000	CHICAGO TITLE TIMESHARE LAND TRUST INC	CLERICAL ERROR	107760	13740	0	0	0	0			
212129	2021	0000-00-00	2021-10-18	17-2.0-03-004-001-004.004	CHICAGO TITLE TIMESHARE LAND TRUST INC	CLERICAL ERROR	16070	14690	0	0	0	0			
212130	2021	0000-00-00	2021-10-18	05-4.0-17-000-000-007.002B	TOURISM ONLINE MARKETING LLC	CLERICAL ERROR	0	0	0	0	0	11575	-32000		

Commissioner Williams moved to approve Exhibit "D" dated October 25th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "D"

Exhibit: D Date: 25 Oct 2021

ERRONEOUS ASSESSMENT

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
212111	2021	0000-00-00	2021-10-18	09-2.0-03-000-000-033.005	CITY OF FORSYTH	ERRONEOUS ASSESSMENT	0	-540	0	0	0	0			
212112	2021	0000-00-00	2021-10-18	08-4.0-18-000-000-005.007	CITY OF BRANSON	ERRONEOUS ASSESSMENT	0	0	0	-390	0	0			
212113	2021	0000-00-00	2021-10-18	08-4.0-19-000-000-001.006	CITY OF BRANSON	ERRONEOUS ASSESSMENT	0	-10110	0	0	0	0			
212114	2021	0000-00-00	2021-10-18	08-4.0-20-000-000-063.006	CITY OF BRANSON	ERRONEOUS ASSESSMENT	0	0	0	-2340	0	0			
212115	2021	0000-00-00	2021-10-18	17-2.0-09-002-029-001.000	CITY OF HOLLISTER	ERRONEOUS ASSESSMENT	0	-190	0	0	0	0			
212116	2021	0000-00-00	2021-10-18	17-2.0-09-002-002-001.000	CITY OF HOLLISTER	ERRONEOUS ASSESSMENT	0	-830	0	0	0	0			
212118	2021	0000-00-00	2021-10-18	09-2.0-03-000-000-009.000	CASSADY CHAD & YVETTE	ERRONEOUS ASSESSMENT	5190	-70	0	0	0	0			
212120	2021	0000-00-00	2021-10-18	19-1.0-11-001-008-001.001	BLUEGREEN / BIG CEDAR VACATIONS	ERRONEOUS ASSESSMENT	0	0	0	0	10620	-532170			
212121	2021	0000-00-00	2021-10-18	05-9.0-30-000-000-008.000	VACATION WORLD INC	ERRONEOUS ASSESSMENT	0	0	9670	-11410	0	0			
212123	2021	0000-00-00	2021-10-18	08-8.0-28-000-000-089.207	DEMARCO STEVEN & WENDI	ERRONEOUS ASSESSMENT	32480	26780	0	0	0	0	-41080		
212131	2021	0000-00-00	2021-10-19	08-4.0-19-000-000-001.000	CITY OF BRANSON	ERRONEOUS ASSESSMENT	0	0	0	-26480	0	0			

Commissioner Williams moved to approve Exhibit "B" dated October 25th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "B"

Exhibit: B Date: 25 Oct 2021

ADD ON TO BOOK

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
212122	2021	2021-10-18	0000-00-00	08-8.0-34-000-000-007.002	LEECH NATHANIEL & SANDRA	ADD ON TO BOOK	20180	20180	0	0	0	0			

COUNTY CLERK RENOVATION

Donna Neeley, County Clerk, David Clark, County Auditor, and Scott Terpening, Building & Grounds, were present.

Discussion ensued.

AGREEMENT FOR PICNIC TABLES (12) #21-125RB

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

Commissioner Williams moved to approve the purchase of picnic tables by and between Diversified Metals Fabricators and Taney County. Commissioner Wyatt seconded the motion with a question. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-125RB

Agreement
for
Picnic Tables (12)

THIS AGREEMENT dated the 25th day of October 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Diversified Metal Fabricators, Inc., a Missouri corporation (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 twelve (12) picnic tables ("Equipment") shall include cooperative purchasing contract, BUYBOARD CONTRACT, #592-19, price quote #29881 dated 8-18-21 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Equipment provided under this Agreement shall not exceed \$10,424.03 as quoted in the Contract Documents. The County agrees to this purchase and Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's response, and as ordered by County. If any issues arise which may hinder or delay Equipment availability or delivery, County may consider all options including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as subject to the provisions for termination specified below. 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 shall be invoiced with specific department information and include BUYBOARD CONTRACT #592-19 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.

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.

RECESS: 9:58 A.M.

RECONVENNE: 10:11 A.M.

Presiding Commissioner ms; Eastern Commissioner sw; Western Commissioner sw 528

ROAD AND 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, and Stephanie Spencer, Chief Deputy Clerk.

EXECUTIVE SESSION: 10:22 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.

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

END OF EXECUTIVE: 10:56 A.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 Wyatt moved to adjourn. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN 11:02 A.M.

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

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