

**OFFICIAL
COMMISSION MINUTES
MARCH 7TH, 2022 - 15TH 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 9:01 a.m.

COMMISSION REMARKS

None.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #466687 through Check #466750, Warrants #7878 through #7880 and no Journal Entry/Transfer. Commissioner Williams 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 the Regular Session Minutes for February 22nd, 2022 and February 28th, 2022. Commissioner Williams 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 February 28th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MOU – AIRPORT LEO PROGRAM #22-017S

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

Commissioner Williams moved to approve the Memorandum of Understanding for the Airport Law Enforcement Officer Program by and between Taney County and Branson Airport LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MEMORANDUM OF UNDERSTANDING
AIRPORT LEO PROGRAM
BETWEEN TANEY COUNTY
AND BRANSON AIRPORT LLC**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into on the 7th day of March, 2022, by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), and BRANSON AIRPORT LLC (“BA”).

WHEREAS, the provisions of Section 70.210 to 70.320, inclusive, RSMo., as amended, authorize political subdivisions to contract with other parties for the operation of public improvements or facilities and to provide for common services; and

WHEREAS, BA desires for the County and TCSO to assign Law Enforcement Officers (“LEOs”) to the Branson Airport on the terms and conditions set forth in this MOU and the parties desire to set forth a clear understanding of the roles, duties and responsibilities of the parties.

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

1. Purpose. The County and BA recognize and support both the need to meet regulatory requirements of the Federal Aviation Authority and other federal government units and the general need for safety of travelers and workers at the Branson Airport (“the Airport”). In furtherance of this goal, LEOs shall work in partnership with BA management toward this end. This MOU provides for a joint relationship between the County and BA. Subject to the terms of this MOU, County will provide LEOs to BA as provided for below.
2. Term. The Term of this MOU is from May 1, 2022 to December 31, 2022. The Parties may agree to extend the Term of this MOU in a written addendum signed by each Party.
3. The County shall provide, and BA shall receive, services of one (1) LEO during active commercial aircraft check-in, boarding and departure. This time period shall be set at four (4) hours per scheduled flight and defined as three (3) hours before scheduled departure and one (1) hour after scheduled departure. This time period shall be automatically extended to thirty (30) minutes after actual aircraft departure in the event of a delayed departure greater than thirty (30) minutes.
4. With respect to the assigned LEO, BA agrees to reimburse the County for the total cost of the gross salary and benefits package of the assigned LEO for the periods of actual time worked at the Airport. Any compensation costs resulting from hours worked by an assigned LEO beyond the normal work schedule as a result of the LEOs services under this MOU will be reimbursed to County by BA. The parties agree that the benefits package may change with little or no notice. BA agrees to make payment to the County monthly no later than the 15th day following the end of the calendar month.

AGREEMENT FOR 2022 DODGE DURANGO PURSUIT AWD SUV (3) #22-019S

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

Commissioner Williams moved to approve the agreement by and between Taney County and Landmark Dodge, of Independence, Mo. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-019S

**AGREEMENT
for
2022 Dodge Durango Pursuit AWD SUV (3)**

THIS AGREEMENT dated the 7th day of March 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Landmark Dodge of Independence, Missouri (hereinafter "Vendor").

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 the purchase of three (3) 2022 Dodge Durango Pursuit AWD SUV ("Vehicles") shall include the State of Missouri contract #CC220022002 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 County agrees to purchase from the Vendor and the Vendor agrees to sell to the County the Vehicles pursuant to the Contract Documents for the total contract price of \$32,912.93 per Vehicle, not to exceed \$98,738.79. If certain unusual circumstances occur specific to Vehicle 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, 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 Vendor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #CC220022002 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; Vendor 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.

ASSESSMENT MAINTENANCE PLAN 2022 #22-021AS

Susan Chapman, Assessor, and David Clark, County Auditor, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Discussion ensued. No action taken.

AGREEMENT FOR INDUSTRIAL LAUNDRY EQUIPMENT & SERVICE #22-020M

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

Commissioner Williams moved to approve the agreement for Industrial Laundry Equipment & Service by and between Taney County and Loomis Bros Equipment Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-020M

Agreement
for
Industrial Laundry Equipment & Services
(Term & Supply)

THIS AGREEMENT dated the 7th day of March 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Loomis Bros. Equipment Company, 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 Industrial Laundry Equipment & Services ("Services") for all Taney County facilities shall include the State of Missouri Contract #CC190851002, State of Missouri Notice of Contract Renewal #CC210873002 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Services, and or, any equipment, provided under this Agreement shall not exceed the costs, or fees, as quoted in State of Missouri Contract #CC190851002. The County agrees to this term & supply purchase allowing Contractor to act as the Primary supplier for Industrial Laundry Equipment & Services for all County property and facilities on an "as needed" basis with scheduling being completed via mutual agreement with that specific Taney County Department. If at any point in time should unexpected issues arise which may hinder or delay Contractor availability, whether billing or communication problems with Contractor, 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 extend for an initial term of 12 months thereafter, subject to the provisions for termination specified below. This agreement will then automatically renew annually unless terminated by either party. A complete review, by the Taney County Buildings and Grounds Administrator, will occur at each 12-month interval to the date this Agreement is fully executed to ensure and verify total ongoing satisfaction on the part of County.

4. Billing and Payment. All billing shall be invoiced with specific department information and include State of Missouri Contract #CC190851002 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

NOTICE OF RENEWAL FOR JANITORIAL SUPPLIES #22-018M

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Notice of Renewal for Janitorial Supplies by and between Aspen Chemical & Supply, LLC and Taney County; Boettcher Service & Supply, Inc. and Taney County; Dispose N'Save, LLC and Taney County; Hillyard, Inc. and Taney County; Industrial Soap Company and Taney County; and Harrison Grocer Co., Inc dba Pippin Wholesale Co. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

NOTICE OF RENEWAL

To: Aspen Chemical & Supply, LLC, Tadd Buchanan, Owner, 2434 West Vista, Springfield, Missouri 65807

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Aspen Chemical & Supply, LLC, for janitorial supplies, commencing March 11, 2022, for a period of one (1) year, which will expire on March 10, 2023. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/07/2022

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: 3/7/2022

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: 3/7/2022

BOETTCHER SERVICE & SUPPLY, INC.

No. 22-018M (b)

NOTICE OF RENEWAL

To: Boettcher Service & Supply, Inc., Devan Boettcher, Manager, P.O. Box 371, Republic, Missouri 65738

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Boettcher Service & Supply, Inc., for janitorial supplies, commencing March 11, 2022, for a period of one (1) year, which will expire on March 10, 2023. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/07/2022

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: 3/7/2022

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: 3/7/2021

NOTICE OF RENEWAL

To: Dispose N' Save, LLC, Frady Mendlovic, Secretary, 5 Getzil Berger Blvd #102, Monroe, New York 10950

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Dispose N' Save, LLC, for janitorial supplies, commencing March 11, 2022, for a period of one (1) year, which will expire on March 10, 2023. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/07/2022

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: 3/7/2022

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: 3/7/2022

NOTICE OF RENEWAL

To: Hillyard, Inc., Shawn Newberry, Sales Manager, 2850 N. Ingram Ave., Springfield, Missouri 65803

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Hillyard, Inc., for janitorial supplies, commencing March 11, 2022, for a period of one (1) year, which will expire on March 10, 2023. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/07/2022

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: 3/7/2022

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: 3/7/2022

INDUSTRIAL SOAP COMPANY

No. 22-018M (e)

NOTICE OF RENEWAL

To: Industrial Soap Company, Ken Bargfeldt, General Manager, 9150 N. Latty Ave., St. Louis, Missouri 63134

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Industrial Soap Company, for janitorial supplies, commencing March 11, 2022, for a period of one (1) year, which will expire on March 10, 2023. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/07/2022

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: 3/7/2022

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: 3/7/2022

NOTICE OF RENEWAL

To: Harrison Grocer Co., Inc. dba Pippin Wholesale Co., David White, Sales Rep, 512 Hwy 62-65 North, Harrison, Arkansas 72601

Notice is given that the County of Taney, Missouri agrees to renew the Agreement with Harrison Grocer Co., Inc. dba Pippin Wholesale Co., for janitorial supplies, commencing March 11, 2022, for a period of one (1) year, which will expire on March 10, 2023. A copy of the Agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/07/2022

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: 3/7/2022

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

Date: 3/7/2022

LAGARS + 80 & OUT – FINAL ADOPTION #22-001HR

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Resolution of the Taney County, Missouri Commission that adopts the Rule of 80. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RESOLUTION OF THE TANEY COUNTY, MISSOURI COMMISSION

WHEREAS, Taney County Missouri is an employer under the Missouri Local Government Employees Retirement System ("LAGERS"); and

WHEREAS, the County Commission of Taney County, Missouri desires to authorize and approve a change in the retirement age provision of covered employees to the alternate "Rule of 80" for current and future eligible employees in accordance with § 70.646, RSMo. with respect to the Missouri Local Government Employees Retirement System; and

WHEREAS, the County Commission of Taney County, Missouri received cost information for a possible change in retirement benefits for its employees under the Missouri Local Government Employees Retirement System, and pursuant to § 105.675, RSMo., made said cost information available for public inspection for at least forty-five (45) calendar days prior to adoption of the benefit change pursuant to Resolution of the Taney County, Missouri Commission for said purpose on January 18, 2022; and

WHEREAS, the County Commission of Taney County, Missouri has complied with the notice and filing requirements of Section 105.675, RSMo.; and

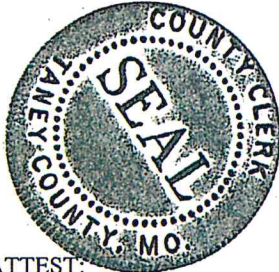
WHEREAS, the County Commission of Taney County, Missouri understands that, by adopting this benefit change, the County Commission of Taney County, Missouri is accepting the legal obligation to fund the elected benefits now and in the future and that it will be financially able to do so; and

WHEREAS, the fiscal officer of Taney County, Missouri is authorized to deduct from the wages or salaries of each employee member, the employee contributions, if any, required by Section 70.705, RSMo., and to promptly remit such contributions to LAGERS, along with the employer contributions required by Sections 70.705, 70.730, and 70.735, RSMo.

NOW, THEREFORE, be it RESOLVED and ORDERED by the County Commission of Taney County, Missouri, as follows:

1. Retirement Age. The Taney County Commission authorizes and approves adoption of a change in the retirement age provision of covered employees to the alternate "Rule of 80" for current and future eligible employees in accordance with Section 70.646, RSMo.
2. Election Certification. The clerk shall certify this election to the Missouri Local Government Employees Retirement System within ten (10) days hereof.

So ordered this 7th day of March, 2022.



ATTEST:

Mike Scofield
Mike Scofield, Presiding Commissioner

Brandon Williams
Brandon Williams, Associate Commissioner

Sheila Wyatt
Sheila Wyatt, Associate Commissioner

Donna Neeley
Donna Neeley, County Clerk *by Stephanie Spencer*

TRANSPORTATION SYSTEM PROPOSAL

Bryan Stallings, Elevate Branson, was present.

Discussion ensued.

AGREEMENT FOR PRINTER – SUPPLEMENT #22-007P

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Agreement for Printer Supplement File #22-007P between Gibbs Technology Company dba GFI Digital, Inc. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-007P

Agreement
For
Printer

THIS AGREEMENT dated the 7th day of March 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Gibbs Technology Company d/b/a GFI Digital, 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 a Ricoh Printer, model #IM C400F ("Equipment") for the Taney County Purchasing/Legal Department, shall include the Cash Sale Agreement, attached hereto and incorporated herein by reference as Exhibit A, and the Maintenance Agreement, attached hereto and incorporated herein by reference as Exhibit B ("Contract Documents"). Contract documents, 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 described in this Agreement. The Purchase Price of the Equipment shall not exceed \$2,145.00. Additionally, the price per black and white copy shall not exceed \$0.01160 per copy and the price per color copy shall not exceed \$0.06500 per copy. Contractor shall deliver the Equipment to County. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. The contract duration with respect to Exhibit A shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. The contract duration with respect to Exhibit B shall be for a term of five (5) years and will automatically renew at the prevailing rate unless terminated by either party. Either party may cancel this Agreement by providing thirty (30) days' written notice.

4. Billing and Payment. All billing shall be invoiced with specific department information and include reference NASPO Contract #140602 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

BID RECOMMENDATION FOR 4X4 PICKUP TRUCK #202202-496

Tony Mullen, Coroner, and Nikki Lawrence, Purchasing Director & Legal Liaison were present.

Commissioner Williams moved to award the Bid #202202-496 to Pinegar Chevrolet Buick Incorporated. Presiding Commissioner Scofield seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 10:20 A.M.

EXECUTIVE SESSION: 10:21 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 SESSION: 11:28 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 Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN: 11:33 A.M.

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

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