

**OFFICIAL
COMMISSION MINUTES
JULY 11TH, 2022 – 2ND DAY OF
THE JULY ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (absent), 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 #468159 through Check #468175, Checks #468177 through Check #468210, Warrants #7943 through #7945 and one Journal Entry/Transfer. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Check #468176 to be held.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve the Executive Session Minutes for July 5th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Commissioner Wyatt moved to approve the Regular Session Minutes for July 5th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

MONTHLY BUDGET REPORT

David Clark, Auditor, presented the June 2022 Monthly Budget Report.

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt made motion to approve Abatement #300361 dated July 11th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

Abatement #300361

PP PAID ABATEMENTS											
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Disapproved	Tabled
300361	2021	PENDING	2022-07-06	1-46278-900	SAMS MATTHEW D	TAXPAYER CLAIMED WRONG VEHICLE	21010	-2050	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presiding Commissioner MS; Eastern Commissioner SW; Western Commissioner 827

K-DOCK PARK RULES #22-075CM

Devin Huff, Road & Bridge Administrator, Jerry Adams, Park Board Member, were present.

Commissioner Wyatt made a motion that the K-Dock Park rules be amended to also include maximum stay of seven (7) days out of 30 days, no more than 21 days per year; no ground or open fires allowed, fire is only allowed in the fire ring; rowdiness, drunkenness, or use of illegal substances will not be tolerated; pet waste to be removed from the campsite; and personal property not to be left unattended for more than 24 hours. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

2022 DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) #22-074S

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

Commissioner Wyatt made motion to approve the Agreement between the Missouri Department of Safety and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).



Missouri Sheriff Methamphetamine Relief Taskforce

Sheriff Randee Kaiser, Chairman	
Sheriff Michael Bonham, Vice-Chair	Sheriff Katy McCutcheon
Sheriff Jim Arnott, Secretary	Sheriff Kerrick Alumbaugh

June 15, 2022

Sheriff Brad Daniels
Taney County, Sheriff's Office
PO Box 1005
Forsyth, MO 65653

Dear Sheriff Daniels

Enclosed please find the *Award Agreement* and *Articles of Agreement* pertaining to your award. The proper Authorized Official must sign the Award Agreement and initial all other pages of the *Articles of Agreement*. In addition to the award also attached is a budget summary, showing funding amounts for each officer listed in your application.

The following documents must be received by the Missouri Department of Public Safety prior to the grant being made underway:

- Award Agreement* and *Articles of Agreement*, (all pages) initialed by the Authorized Official

Please print all documents single-sided.

The above referenced documents should be mailed to:
MO Department of Public Safety
Attn: Michelle Branson, CJ/LE Unit
P.O. Box 749
Jefferson City, MO 65102

The Missouri Department of Public Safety retains the original, signed copy of the Award Agreement for its files. A scanned copy of the signed Award Agreement will be provided for your records via the "Subaward Documents – Final" component of the grant within WebGrants. If your agency requires an original set, please return an extra original set of the signed documents, and they will be forwarded back to your agency via mail.

If you have experienced a change in personnel affecting the names listed on the *Award Agreement*, please notify Michelle Branson by email at Michelle.Branson@dps.mo.gov or by telephone at (573) 526-9014 so replacement documents can be forwarded for signature. **Do not** cross out the names printed or have alternative individuals sign in place of the identified person(s). Signatures different than the names printed will not be accepted!

The following amounts were set by the MoSMART Board to determine award amounts:

- Each deputy with a salary below \$31,300 will be supplemented to the amount of \$32,500 (Up to the cap amount of \$8,500.00)
- Each deputy with a salary between \$31,300 and \$50,000 will receive a supplement in the amount of \$1,200 per year

Sincerely,

Randee Kaiser
MOSMART Board Chair

AGREEMENT FOR MOTOR OIL & HYDRAULIC OIL #22-077RB

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

Commissioner Wyatt made motion to approve the Agreement between Heritage Petroleum, LLC and Taney County for motor oil & hydraulic oil. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

No. 22-077RB

**AGREEMENT
for
MOTOR OIL & HYDRAULIC OIL**

THIS AGREEMENT dated the 11th day of July 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Heritage Petroleum, LLC, a Indiana limited liability company (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 Motor Oil and Hydraulic Oil ("Products") shall include the Contractor's bid response to County's Request For Bid # 202205-499 and any applicable addenda marked as Exhibit A 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. Products provided under this Agreement shall not exceed the costs as quoted in Section 2.9 Pricing Table of Exhibit A. The County agrees to this purchase allowing Contractor to act as the Primary supplier for Motor Oil and Hydraulic Oil for the County, on an "as needed – when needed" basis. The price is subject to a quarterly price increase, to allow for fluctuations. The Contractor MUST provide increase received by their supplier in order to receive the adjustment requested and provide County with a thirty (30) day written notice prior to the price increase. County may terminate this Agreement in the event Contractor submits a proposed price increase. If any issues arise which may hinder or delay Product 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 extend for twelve (12) initial months thereafter ("Initial Term"), subject to the provisions for termination specified below. This agreement may only be extended by the Order of the County for three (3) additional one (1) year periods ("Renewal Term") subject to the pricing 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 (6) months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202205-499 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

INSURANCE CLAIMS DISCUSSION WITH OLLIS|AKERS|ARNEY INSURANCE & BUSINESS ADVISORS

John Akers, Insurance Broker of Record for Ollis|Akers|Arney representing Taney County, was present.

Discussion ensued.

RECESS: 9:37 A.M.

RECONVENE: 9:52 A.M.

ROAD AND BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams (absent) and Commissioner Wyatt.

Also present: Devin Huff, Road & Bridge Administrator, Jack Cole, Road & Bridge Supervisor, Jeff Greenwood, Road & Bridge Supervisor, David Clark, County Auditor, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION 10:00 A.M.

EXECUTIVE SESSION PER SECTION 610.021. (1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams (via tele-conference), and Commissioner Wyatt.

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

END OF EXECUTIVE: 10:47 A.M.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams (absent) and Commissioner Wyatt.

Also present: Lesley Wallace, Administrative Assistant.

The commission met with their staff to review the day's business and go over the agenda requests.

ADJOURNMENT

Presiding Commissioner Scofield moved to adjourn. Commissioner Wyatt seconded the motion.

The motion passed by vote: Scofield (aye), Williams (absent), and Wyatt (aye).

ADJOURN: 11:12 A.M.

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