

**OFFICIAL
COMMISSION MINUTES
AUGUST 8TH, 2022 – 7TH DAY OF
THE JULY 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 #468450 through Check #468470, Checks #468472 through Check #468509, Warrant #7958 and one Journal Entry/Transfer.

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

Commissioner Wyatt left the meeting at 9:02 a.m.

Commissioner Williams moved to approve Checks #468471. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:03 a.m.

MONTHLY BUDGET DISCUSSION

David Clark, County Auditor, presented the July 2022 Monthly Budget Report.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Cody Cox, Business Consultant with Small Business Development Center Missouri State University, updated the Commission on the Missouri Extension programs.

AGREEMENT FOR 2023 FORD F-150 POLICE RESPONDER 4X4 #22-090S

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

Commissioner Williams moved to approve the Agreement for 2023 Ford F-150 Police Responder 4x4 by and between McClarty CMFO, LLC d/b/a Joe Machens Ford Lincoln and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-090S

**AGREEMENT
for
2023 Ford F-150 Police Responder 4x4**

THIS AGREEMENT dated the 8th day of August 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and MCLARTY CMFO, LLC d/b/a Joe Machens Ford Lincoln, a Delaware limited liability company (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 one (1) 2023 Ford F-150 Police Responder 4x4 ("Vehicles") shall include the State of Missouri contract #CC222374005 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A and are 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 \$47,032.00. 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 #CC222374005 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.

FIRST ADDENDUM TO AGREEMENT FOR MOTOR OIL & HYDRAULIC OIL #22-086RB

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

Commissioner Williams moved to approve the Addendum to Agreement for Motor Oil & Hydraulic Oil by and between Gabes Oil, Inc. d/b/a Heritage Petroleum and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-086RB

ADDENDUM TO AGREEMENT
for
MOTOR OIL & HYDRAULIC OIL

THIS ADDENDUM ("Addendum") made effective this 8th day of August, 2022 by and between Gabes Oil, Inc. d/b/a Heritage Petroleum, LLC, an Indiana corporation ("Contractor") and Taney County, Missouri ("County").

WHEREAS, Contractor and County entered into the Taney County Agreement for Motor Oil & Hydraulic Oil, dated July 11th, 2022 ("Agreement"), attached hereto as Exhibit A; and

WHEREAS, by letter dated June 30, 2022, CITGO Petroleum Corporation will implement a price increase of up to 12% on branded and private label finished lubricant products effective August 8, 2022, attached hereto as Exhibit B; and

WHEREAS, Contractor and County desire to amend the Agreement pursuant to the terms and conditions set forth herein.

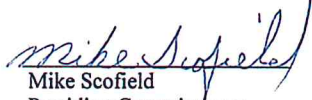
NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The parties agree to modify the pricing table set forth in paragraph 2.9 of Contractor's bid response to RFP #202205-499 as set forth in Exhibit A to allow for a maximum price increase of twelve percent (12%) on only CITGO Petroleum Corporation branded and private label finished lubricant products as described in Exhibit B.

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1 above.

IN WITNESS WHEREOF, the parties have executed this Second Addendum on the last date written below.

TANEY COUNTY, MISSOURI


Mike Scofield
Presiding Commissioner
Taney County Commission

Date: 08/08/2022

GABES OIL, INC. D/B/A
HERITAGE PETROLEUM, LLC

By:
Title:

Date: _____

SECOND ADDENDUM TO TIPPING SERVICES DISPOSAL AGREEMENT #22-085RB
Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Second Addendum for Tipping Services Disposal Agreement by and between Republic Services and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-085RB

**SECOND ADDENDUM TO
TIPPING SERVICES DISPOSAL AGREEMENT**

THIS SECOND ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "Customer") and Allied Services, LLC, Republic Services of the Ozarks (hereinafter "Vendor").

WHEREAS, Vendor and Customer entered into the Taney County Tipping Services Disposal Agreement, dated March 10, 2021 ("Agreement"); and

WHEREAS, a First Addendum to Tipping Services Disposal Agreement ("First Addendum") was executed on December 6, 2021, in order to amend the pricing terms, which is attached hereto and incorporated herein by reference as Exhibit A and which included Attachment A-1; and

WHEREAS, by letter dated July 15, 2022, pursuant to paragraph 4(d) of the Agreement, Vendor requested an increase in the tipping fee;

WHEREAS, Vendor and Customer desire to amend the Agreement pursuant to the terms and conditions set forth herein.

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

1. The parties agree to delete Option 1 line items 6.1, 6.2 and 6.5 and Option 2 line items 6.1, 6.2 and 6.5 of Attachment A-1, to the Addendum to the Agreement.

The parties agree to insert and replace Option 1 line items 6.1, 6.2 and 6.5 and Option 2 line items 6.1, 6.2 and 6.5 of Attachment A-1 with Option 1 line items 6.1, 6.2 and 6.5 and Option 2 line items 6.1, 6.2 and 6.5 as set forth in Attachment A-2, which is attached to this Addendum and incorporated herein by reference, effective August 1, 2022.

2. This Second Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1 and 2, above.

IN WITNESS WHEREOF, the parties have executed this Second Addendum on the last date written below.

TANEY COUNTY ENHANCEMENT DISTRICT BOARD APPOINTMENT

Commissioner Williams moved to table the Taney County Enhancement District Board Appointment to August 15th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 9:30 A.M.

RECONVENE: 9:43 A.M.

OUR NEIGHBORS CHARITABLE PHARMACY ARPA DISCUSSION

(Taney County Commission Conference Room)

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

Also Present: Anne E. McGregor, Executive Director of Faith Community Health, Heather Lyons-Burney, Professor and Clinical Pharmacist, Henry Irvin, Pharmacist, Mayur Dave, Student, Madeline Clark, Student, David Clark, County Auditor, Melissa Duckworth, Emergency Management Assistant, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

Presiding Commissioner ms; Eastern Commissioner SW; Western Commissioner DU

PRESIDING JUDGE OF CIRCUIT COURT BUDGET DISCUSSION PER RSMO.

50.642

(Taney County Commission Conference Room)

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

Also present: Jeff Merrill, Presiding Circuit Judge, Amy Strahan, Circuit Clerk, Anne E. McGregor, Executive Director of Faith Community Health, Heather Lyons-Burney, Professor and Clinical Pharmacist, Henry Irvin, Pharmacist, Mayur Dave, Student, Madeline Clark, Student, David Clark, County Auditor, Melissa Duckworth, Emergency Management Assistant, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

OUR NEIGHBORS CHARITABLE PHARMACY ARPA DISCUSSION

(Taney County Commission Conference Room)

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

Also Present: Anne E. McGregor, Executive Director of Faith Community Health, Heather Lyons-Burney, Professor and Clinical Pharmacist, Henry Irvin, Pharmacist, Mayur Dave, Student, Madeline Clark, Student, David Clark, County Auditor, Melissa Duckworth, Emergency Management Assistant, and Kim Lovelace, Deputy Clerk.

Discussion continued.

FAITH COMMUNITY HEALTH ARPA DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Anne E. McGregor, Executive Director of Faith Community Health, Heather Lyons-Burney, Professor and Clinical Pharmacist, Henry Irvin, Pharmacist, Mayur Dave, Student, Madeline Clark, Student, David Clark, County Auditor, Melissa Duckworth, Emergency Management Assistant, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

RECESS: 11:05 A.M.

RECONVENE: 11:12 A.M.

HOUSEHOLD HAZARDOUS WASTE DISCUSSIONS

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Scott Starrett, Planning and Zoning Administrator, David Clark, County Auditor, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Administrative Assistant and Kim Lovelace, Deputy Clerk.

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: 11:55 A.M.

The minutes were taken by Kim Lovelace, Deputy Clerk and typed by Kim Lovelace, Deputy Clerk.

