

**OFFICIAL
COMMISSION MINUTES
NOVEMBER 7, 2022 – 8th 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

Commissioner Wyatt reminded everyone tomorrow, November 8th, is an important day. It is Election Day and the polls will be open from 6 a.m. to 7 p.m. Commissioner Wyatt encourages everyone that is registered due your duty and go out and vote.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #469458 through Check #469530, Warrants #8013 through #8014 and one 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 Regular Session Minutes for October 28th, 2022. 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 31st, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for October 31st, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR 2023 DODGE DURANGO PURSUIT AWD SUV'S #22-118S

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

Commissioner Williams moved to approve the agreement by and between Landmark Dodge Inc. and Taney County for the purchase of Dodge Durango Pursuit SUV's. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-118S

Agreement
for
2023 Dodge Durango Pursuit AWD SUV's
(6 or more)

THIS AGREEMENT dated the 7th day of November 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") Landmark Dodge, 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 six (6) or more 2023 Dodge Durango Pursuit AWD SUV's for the Taney County Sheriff's Office ("Equipment") includes the State of Missouri Contract #CC222374008 and the Quote dated Friday, September 16, 2022 which are attached hereto as Exhibit A and incorporated herein by reference ("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. County agrees to purchase and Contractor agrees to sell the Equipment described in this Agreement, at a purchase price not to exceed \$39,519.00 per vehicle. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options for cooperative purchasing.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. 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. Payment. County agrees to pay the Contract Price at the time of pickup of the Equipment from Contractor by check. The Contract Price 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.

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.

AGREEMENT FOR TRANSFER + TIPPING TRAILERS (3 OR MORE) #22-116RB

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

Commissioner Williams moved to approve the agreement by and between Taney County and East Manufacturing Corp. for the purchase of Tipping Trailers. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-116RB(a)

Agreement
for
Transfer/Tipping Trailers (3 or more)
(Primary)

THIS AGREEMENT dated the 7th day of November 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and East Manufacturing Corporation, a Delaware 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 three (3) or more transfer/tipping trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202209-509 and any applicable addenda, attached hereto as Exhibit A and incorporated by reference ("Contract Documents"). 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$73,200.00 per trailer. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

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 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 number 202209-509 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.

Commissioner Williams moved to approve the agreement by and between Taney County and MAC Waste Trailer Inc. for the purchase of Transfer/Tipping Trailers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-116RB(b)

Agreement
for
Transfer/Tipping Trailers (3 or more)
(Secondary)

THIS AGREEMENT dated the 7th day of November 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and MAC Waste Trailer, Inc., an Ohio 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 three (3) or more transfer/tipping trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202209-509 and any applicable addenda, attached hereto as Exhibit A and incorporated by reference ("Contract Documents"). 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, however, in no event shall the total price exceed the total bid price of \$74,298.00 per trailer. The Contractor acknowledges that it is a secondary source for Equipment and the County is in no way obligated to purchase Equipment if the County's Equipment needs are satisfied by the primary source. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

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 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 number 202209-509 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.

ADDENDUM TO AGREEMENT FOR GUARDRAILS #22-115RB

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

Commissioner Williams moved to approve the addendum to the agreement for guardrails by and between Taney County and Steve Easton d/b/a Highway Safety Solutions. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-115RB

ADDENDUM TO AGREEMENT
for
GUARDRAIL

THIS ADDENDUM ("Addendum") made effective this 1th day of November, 2022 by and between Steve Easton d/b/a Highway Safety Solutions, a Missouri sole proprietorship ("Contractor") and Taney County, Missouri ("County").

WHEREAS, Contractor and County entered into an Agreement for Guardrail, dated May 26, 2020 ("Agreement"), attached hereto as Exhibit A; and

WHEREAS, Contractor and County renewed the Agreement on May 26, 2022 for a period of one (1) year through May 25, 2023 ("Renewal"), attached hereto as Exhibit A-1; and

WHEREAS, Contractor provided notice to the County of price increases on products provided under the terms of the Agreement and Renewal to be effective upon the execution of this Addendum, attached hereto as Exhibit B; and

WHEREAS, Contractor and County desire to amend the Agreement and Renewal 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 amend the Agreement and Renewal to delete, remove, and replace pages 7 and 8 of the pricing table set forth in paragraph 3, Specifications, of Contractor's bid response to RFP #202004-447 as set forth in Exhibit A.

The parties agree to amend the Agreement and Renewal to insert and replace the pricing table set forth in paragraph 3, Specifications, of Contractor's bid response to RFP #202004-447 with the pricing table set forth in Exhibit B.

2. This Addendum is subject to the Agreement and Renewal 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 Renewal and remain primarily liable under the terms of the Agreement and Renewal. The Agreement and Renewal are modified only to the extent provided in paragraph 1 above.

[Signature Page to Follow]

BID RECOMMENDATION FOR POLE BARN MATERIALS #202210-512

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

Commissioner Wyatt moved to award Bid # 202210-512 to Herman Lumber. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MARRIAGE & DISSOLUTION FEES/DOMESTIC VIOLENCE SHELTER FUND

Commissioner Williams moved to give the Marriage and Dissolution Fees to the Crisis Center aka Women's Crisis Center of Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DISCUSSION OF BUILDING REPAIRS WITH GREAT RIVER ENGINEERING

Garen McElroy, P.E. Transportation Team Leader Great River Engineering, Jason Young, Young's Glass Repair Company, Ezekiel Peterson, Project Engineer of Great River Engineering, Jeff Banderet, P.E. VP Great River Engineering.

Discussion ensued.

INSURANCE RENEWAL DISCUSSION WITH OLLIS|AKERS|ARNEY

John Akers, Insurance Broker of Record for Ollis|Akers|Arney representing Taney County, and Erica Gaynor, Group Benefits Advisor, were present.

Commissioner Williams moved to accept the medical coverage renewal as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

2023 PROPERTY & LIABILITY RENEWAL DISCUSSION WITH OLLIS|AKERS|ARNEY

John Akers, Insurance Broker of Record for Ollis|Akers|Arney representing Taney County, and Jeff Chronister, Ollis|Akers|Arney.

Discussion ensued.

COURT ORDERS

Stephanie Spencer, Chief Deputy Clerk, was present.

Commissioner Williams moved to deny abatement #30366 and abatement #300367. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve abatement #300368 and abatement #300369. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PP PAID ABATEMENTS

Exhibit: _____ Date: 11/7/2022

| AbNumber | AbYear | Status | Date | Account | Name | Reason | EndVal | AdjVal | Approved | Denied | Tabled |
|----------|--------|---------|------------|--------------|-----------------------------|-------------------------------|--------|--------|----------|--------|--------|
| 300366 | 2020 | PENDING | 0000-00-00 | 1-77764-900 | GREENING KENNETH AND KAREN | CORRECTED TAX CODE | 400 | 0 | | | |
| 300367 | 2021 | PENDING | 0000-00-00 | 1-77764-900 | GREENING KENNETH AND KAREN | INCORRECT TAX CODE | 2970 | 0 | | | |
| 300368 | 2021 | PENDING | 2022-11-01 | 1-116164-900 | PURDY STEVEN WAYNE | CORRECTED VALUE ON CYCLE | 11650 | -10990 | | | |
| 300369 | 2022 | PENDING | 2022-11-02 | 1-108851-900 | OBROCK RICHARD C & GWENDA F | TAXPAYER DID NOT HAVE JAN 1ST | 100 | -13140 | | | |

PERSONAL PROPERTY ADD-ON REPORT

Stephanie Spencer, Chief Deputy Clerk, was present.

Commissioner Williams moved to accept and enter into the record the Personal Property Add-On Report as presented by the County Clerk Office. Commissioner Wyatt seconded the motion with discussion. Commissioner Williams amended his motion to state Personal Property Abatements and Add On Report for October 2022 as presented by the County Clerk. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 10:32 A.M.

RECONVENE: 10:46 A.M.

EXECUTIVE SESSION: 10:46 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.

Presiding Commissioner MS; Eastern Commissioner SW; Western Commissioner W

END OF EXECUTIVE: 12:39 P.M.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant, and Nick Plummer.

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: 12:47 P.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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