

**OFFICIAL
COMMISSION MINUTES
APRIL 24th, 2023 – 4th DAY OF
THE APRIL ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Nick Plummer (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #471426 through Check #471490, Warrant #8123, and no Journal Entry/Transfer. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for April 17th, 2023 and Executive Session Minutes for April 17th, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

Commissioner Wyatt moved to approve payroll. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL FILL DIRT AGREEMENT

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams move to approve the Fill Dirt Agreement by and between Taney County and Joe Wilkerson and Michelle Mintzer. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

UNlimited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Joe Wilkerson / Michelle Mintzer (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of the County Highway Administrator only.

Devin Huff
Devin Huff County Highway Administrator

4-12-2023
Date:

APPROVAL COX HEALTH FOUNDATION NAP PROJECT – LOCAL GOVERNMENT CERTIFICATION

Didem Koroglu, Cox Health, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Cox Health Foundation Neighborhood Assistance Tax Credit Project and for Presiding Commissioner Plummer to sign the attachment fees. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

NAP ATTACHMENT B - LOCAL GOVERNMENT CERTIFICATION

Instructions	
<p>Law 32.110 RSMo requires a local government certification for all projects submitted to the Department of Economic Development, Neighborhood Assistance Program (NAP). All applicants, as part of their proposal, must submit this completed form. Applications submitted without a completed Local Government Certification form will be denied.</p> <p>NAP applicants must complete Sections I, II, III, and IV of this form before forwarding to the appropriate government authority. Local governments must complete section V, and may, at their discretion, require supporting documentation and/or a copy of the actual NAP proposal as a condition for their endorsement. Such requests should be directed to the applicant, NOT the Department of Economic Development.</p> <p>This form does not signify approval of a proposed NAP project by the local unit of government. This form serves only to certify that the proposed NAP project is not in conflict with the existing plans and ordinances approved, enacted, or enforced by the local unit of government.</p>	
Section I. Applicant Information	
LEGAL NAME OF APPLICANT	CoxHealth Foundation/Lisa Alexander
OFFICIAL AGENCY ADDRESS	3525 S National Ave, Suite 204, Springfield MO 65807
NAP CONTACT PERSON/TITLE	Didem Koroglu, Major Gifts Officer, CoxHealth Foundation
DAYTIME TELEPHONE NUMBER	(417) 269-3252
EMAIL ADDRESS	didem.koroglu@coxhealth.com
Section II. Description of the Proposed Project	
<p>Briefly summarize the project you intend to submit for participation in NAP. Describe the goals and NAP program outcomes you plan to achieve as well as the function and operation of the project.</p> <p>CoxHealth is building a primary/urgent care facility in Branson, MO. The \$15 million, 30,000 square-foot clinic will include primary care, Urgent Care, Occupational Medicine, Specialty Clinic, as well as on-site radiology and laboratory services. The project is expected to be completed in the spring of 2024. The primary care clinic will consolidate family medicine clinics currently located in two facilities in Highway 248 in Branson. It will also allow CoxHealth to add four new family practice providers in Branson. Adding an additional Urgent Care at the new clinic will help CoxHealth to help to meet patient demand for the growing demand for same-day doctor's appointments and support the 15-member primary care team in Branson. This project will serve the health care needs of residents of Taney and Stone counties. The physician-staffed Urgent Care will be open from 8:30 a.m. to 8:30 p.m. seven days a week. This mission of CoxHealth is to improve the health of the communities it serves. The vision of the health care system is to be the best for those who need us. Making sure patients have the right care at the right time will allow CoxHealth to fulfill its vision to be the best for those who need health care services.</p>	

APPROVAL FOR GASOLINE & DIESEL FUEL – PRIMARY AND SECONDARY #23-047RB

Devin Huff, Road & Bridge Administer, was present.

Commissioner Williams moved to approve the Agreement for Gasoline & Diesel Fuel by and between Taney County and Offen Petroleum, LLC and approve the Agreement for Gasoline & Fuel by and between Taney County and Petroleum Traders Corporation. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Agreement for Gasoline & Diesel Fuel (Primary)

THIS AGREEMENT dated the 24th day of April, 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Offen Petroleum, LLC, a Colorado 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 Gasoline & Diesel Fuel ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-526 and any applicable addenda which are attached hereto 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. Contractor agrees to provide the Product shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur regarding a specific Product availability, the County may consider all other options.
3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-526 for tracking. Billings and invoices 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. 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.

Agreement for Gasoline & Diesel Fuel (Secondary)

THIS AGREEMENT dated the 24th day of April, 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Petroleum Traders Corporation of Fort Wayne, Indiana (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 Gasoline & Diesel Fuel ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-526 and any applicable addenda which are attached hereto 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. Contractor agrees to provide the Product shall not exceed the prices as quoted within the table of the attached bid response. If certain unusual circumstances occur regarding a specific Product availability, the County may consider all other options.
3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-526 for tracking. Billings and invoices 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. 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.

APPROVAL FOR ASPHALT MATERIALS – APAC CENTRAL, INC. & COASTAL ENERGY CORP. #23-046RB

Devin Huff, Road & Bridge Administer, was present.

Commissioner Williams moved to approve the Agreement for asphalt materials by and between Taney County and APAC Central as well as the Agreement for asphalt materials by and between Taney County and Coastal Energy Corporation. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APAC CENTRAL, INC

No. 23-046RB

Agreement
for
Asphalt Materials

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and APAC-Central, Inc. of Springfield, Missouri (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 Asphalt ("Product") shall include the Contractor's bid response to County's Request For Bid # 202303-525 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Product provided under this Agreement shall not exceed the price as quoted and including Haul Rates as set forth in the Contract Documents. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, the 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 a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year period subject to the pricing, not to exceed a 5% increase per term, 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 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 #202003-525 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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
Asphalt Materials

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Coastal Energy Corporation of Willow Springs, Missouri (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 Asphalt ("Product") shall include the Contractor's bid response to County's Request For Bid # 202303-525 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Product provided under this Agreement shall not exceed the price as quoted and including Haul Rates as set forth in the Contract Documents. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, the 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 a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year period subject to the pricing, not to exceed a 5% increase per term, 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 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 #202003-525 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 ASPHALT – TABLE ROCK ASPHALT CONSTRUCTION CO., INC. (C1 & PRIMARY B1-4) & CAPITAL PAVING AND CONSTRUCTION, LLC (A1-2 & SECONDARY B1-4) #23-045RB

Devin Huff, Road & Bridge Administer, was present.

Commissioner Williams moved to approve the Agreement for Asphalt by and between Taney County and Table Rock Asphalt Construction Company and the Agreement for Asphalt by and between Taney County and Capital Paving and Construction, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

TABLE ROCK ASPHALT CONSTRUCTION COMPANY

NO. 23-0510(4)

Agreement
for
Asphalt
(C1 & Primary B1-4)

THIS AGREEMENT dated the 27th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., of Branson, Missouri (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 Asphalt ("Product") shall include the Contractor's bid response to County's Request For Bid # 202303-524 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Product provided under this Agreement shall not exceed the price as quoted and including Haul Rates as set forth in the Contract Documents. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, the 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 a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year period subject to the pricing, not to exceed a 5% increase per term, 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 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 #202003-524 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

CAPITAL PAVING AND CONSTRUCTION, LLC

Agreement
for
Asphalt
(A1-2 & Secondary B1-4)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Capital Paving & Construction, LLC, of Ozark, Missouri (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 Asphalt ("Product") shall include the Contractor's bid response to County's Request For Bid # 202303-524 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Product provided under this Agreement shall not exceed the price as quoted and including Haul Rates as set forth in the Contract Documents. The price is subject to a maximum increase of 5% during the term to allow for fluctuations; but only during a period in which the price to Contractor of Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, the 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 a period of one (1) year subject to the provisions for termination specified below. This Agreement may be extended by the order of the County for three (3) additional one (1) year period subject to the pricing, not to exceed a 5% increase per term, 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 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 #202003-524 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 AGGREGATE ROCK – TABLE ROCK ASPHALT
CONSTRUCTION CO, INC. (CAT 1A, CAT 2A) CAPITAL MATERIALS (CAT.1B,
CAT. 2A), GREEN DREAM (CAT. 1C) #23-044RB**

Devin Huff, Road & Bridge Administer, was present.

Commissioner Williams moved to approve agreement for aggregate rock by and between Taney County and Table Rock Asphalt Construction Co. Inc.; the agreement for aggregate rock by and between Taney County and Capital Materials, LLC; and the agreement for aggregate rock by and between Taney County and Green Dream International, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

CATEGORY 1

TABLE ROCK ASPHALT CONSTRUCTION CO., INC.

No. 23-044RB(1a)

Agreement
For
Aggregate Rock
(Category 1A)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., Inc., of Branson, Missouri. (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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-523 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth in the attached Contract Documents. Contractor agrees to supply to all locations. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier "A" for Aggregate Rock in Category 1 (Loaded & Scaled by Contractor). If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-523 for tracking. Billings and invoices 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. 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

Agreement
For
Aggregate Rock
(Category 1A)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Capital Materials LLC, a Missouri 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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-523 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth in the attached Contract Documents. Contractor agrees to supply to all locations. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier "B" for Aggregate Rock in Category 1 (Loaded & Scaled by Contractor) for the Hollister South location. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-523 for tracking. Billings and invoices 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. 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.

Agreement
For
Aggregate Rock
(Category 1A)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Green Dream International LLC, an Arkansas 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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-523 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth in the attached Contract Documents. Contractor agrees to supply to all locations. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier "C" for Aggregate Rock in Category 1 (Loaded & Scaled by Contractor). If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-523 for tracking. Billings and invoices 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. 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

CATEGORY 2
TABLE ROCK ASPHALT CONSTRUCTION CO., INC.

No. 23-044RB(2a)

Agreement
For
Aggregate Rock
(Category 2)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., a Missouri 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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-523 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth in the attached Contract Documents. Contractor agrees to supply to all locations. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier "A" for Aggregate Rock in Category 2 (Loaded & Scaled by County) for the Nickens location. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-523 for tracking. Billings and invoices 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. 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

Agreement
For
Aggregate Rock
(Category 2)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Capital Materials LLC, a Missouri 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 Aggregate Rock ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-523 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth in the attached Contract Documents. Contractor agrees to supply to all locations. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. The County hereby agrees to this term & supply purchase allowing Contractor to act as designated supplier "A" for Aggregate Rock in Category 2 (Loaded & Scaled by County) for the Hilda location. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-523 for tracking. Billings and invoices 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. 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

AGREEMENT FOR CONCRETE – PRIMARY & SECONDARY #23-043RB

Devin Huff, Road & Bridge Administer, was present.

Commissioner Williams moved to approve the agreement for concrete by and between Taney County and American R&C d/b/a Buchanan Materials and Tri-Lakes Redi-Mix of Branson and the agreement for concrete by and between Taney County and Table Rock Asphalt Co. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

AMERICAN R&C DBA BUCHANAN MATERIALS AND TRI-LAKES REDI-MIX

No. 23-043RB(a)

Agreement
For
Concrete
(Primary)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and American R&C dba Buchanan Materials and Tri-Lakes Redi-Mix of Branson, Missouri. (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 Concrete ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-522 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth below. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

Concrete Class B-1	\$ 156.00 per cubic yard + delivery
Standard 6-Bag Mix	\$ 128.00 per cubic yard + delivery
Flowable Fill	\$ 126.00 per cubic yard + delivery

Miles	0-10	11-16	17-23	23-29	29-34	34-40
	Delivery	Delivery	Delivery	Delivery	Delivery	Delivery
	Zone-1	Zone-2	Zone-3	Zone-4	Zone-5	Zone 6
	\$25.00	\$29.00	\$33.00	\$38.00	\$43.00	\$48.00

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202303-522 for tracking. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall

TABLE ROCK ASPHALT CONSTRUCTION CO.

No. 23-043RB(b)

Agreement
For
Concrete
(Secondary)

THIS AGREEMENT dated the 24th day of April 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Table Rock Asphalt Construction Co., 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 Concrete ("Product") shall include the Contractor's bid response to County's Request For Bid #202303-522 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). Service or product 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. Contractor agrees to provide to County Product under this Agreement, not to exceed the prices and delivery/haul rates as set forth below. The price is subject to a maximum increase of 5% during the term to allow for fluctuations, but only during a period in which the price to Contract of Product increases. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

Concrete Class B-1 \$ 162.50 per cubic yard + delivery
Standard 6-Bag Mix \$ 153.95 per cubic yard + delivery
Flowable Fill \$ 130.00 per cubic yard + delivery

Zone	Miles	Delivery	Small Haul
A	0-10	\$ 25.00	\$ 90.00
B	11-15	\$ 28.00	\$ 100.00
C	16-20	\$ 31.00	\$ 120.00
D	21-25	\$ 34.00	\$ 130.00
E	26-30	\$ 38.00	\$ 160.00
F	31-35	\$ 44.00	\$ 170.00
G	36-40	\$ 50.00	\$ 180.00
H	41-45	\$ 56.00	\$ 190.00
I	46-50	\$ 62.00	\$ 200.00

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year, subject to the provisions for termination specified below. This agreement may be extended for three (3) additional one (1) year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, 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 months in the event the County is unable to re-bid and award a new contract prior to full expiration.

MODOT BRIDGE INSPECTION PRESENTATION

Devin Huff, Road & Bridge Administer, and David O'Connor, Engineering Professional, were present.

Discussion ensued.

RECESS: 9:55 A.M.

RECONVENE: 10:10 A.M.

ROUND TABLE DISCUSSION WITH 911 & SHERIFF

(Taney County Commission Conference Room)

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

Also present: Brad Daniels, Sheriff, Erin Stottle, 911 Dispatch Supervisor, Tammy Hagler, Taney County 911 Administrator, Melissa Duckworth, Emergency Management Assistant, Nikki Lawrence, Purchasing Director and Legal Liaison, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

RECESS: 10:40 A.M.

RECONVENE: 10:54 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Tami Koran, Commission Assistant, John Soutee, Environmental Services Project Coordinator, Brad Allbritton, Taney County Regional Sewer District Administrator, Larry Melton, City Mayor of Branson, Kendall Powell, Utilities Director at City of Branson Municipal Government, and Kim Lovelace, Deputy Clerk.

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

BRAD ALLBRITTON & CITY OF BRANSON

(Taney County Commission Conference Room)

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

Also present: John Soutee, Environmental Services Project Coordinator, Brad Allbritton, Taney County Regional Sewer District Administrator, Larry Melton, City Mayor of Branson, Kendall Powell, Utilities Director at City of Branson Municipal Government, Nikki Lawrence, Purchasing Director and Legal Liaison, Alex Girard, City of Branson Executive Assistant/Special Projects & Strategic Initiatives Lead, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

BRAD ALLBRITTON SEPTIC HAULING DUMP STATION DISCUSSION

(Taney County Commission Conference Room)

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

Also present: John Soutee, Environmental Services Project Coordinator, Brad Allbritton, Taney County Regional Sewer District Administrator, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Tami Koran, Commission 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: Plummer (aye), Williams (aye), and Wyatt (aye).

ADJOURN: 12:35 P.M.

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