

**OFFICIAL
COMMISSION MINUTES
AUGUST 3RD 2020 – 6TH 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.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #459988 through Check #460050, one Warrant #7445, and no Journal Entries and Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MINUTES

Commissioner Williams moved to approve the Regular Session Minutes for July 27, 2020 with corrections. Commissioner Wyatt seconded the motion. The motion passed by Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

FILL DIRT AGREEMENT – JAY PEPPER

Devin Huff, Road and Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Jay Pepper. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

unlimited loads

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Jay Pepper (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

Date: 7/27/20

FILL DIRT AGREEMENT – MIKE BRITTAIN

Devin Huff, Road and Bridge Administrator was present.

Commissioner Wyatt moved to approve the Fill Dirt Agreement by Mike Brittain and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (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 Mike Brittain (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

7-28-2020
Date:

PERPETUAL DRAINAGE EASEMENT – JOSEPH S. NORWINE AND KIMBERLY A. NORWINE

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve the Perpetual Drainage Easement by and between Joseph Norwine and Kimberly Norwine, husband and wife, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

PERPETUAL DRAINAGE EASEMENT

THIS INDENTURE, made this 28 day of July, 2020, by and between **JOSEPH S. NORWINE and KIMBERLY A. NORWINE, husband and wife**, of the County of Taney, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and **TANEY COUNTY, MISSOURI, c/o Taney County Commission**, a body politic and corporate, hereinafter called "Grantee." The mailing address of the Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interests in real estate in the County of Taney, State of Missouri, to wit:

See Attachment "A".

TO HAVE AND TO HOLD the same for use as a drainage way for surface water runoff, and for constructing and maintaining such drainage ways, channels, and bank stabilization structures together with all appurtenances necessary for the proper conveyance of surface water runoff and for protection of the embankment for Dalton Road, or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the Grantee.

Said Grantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of surface water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the Grantee.

Said Grantor further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Grantor:

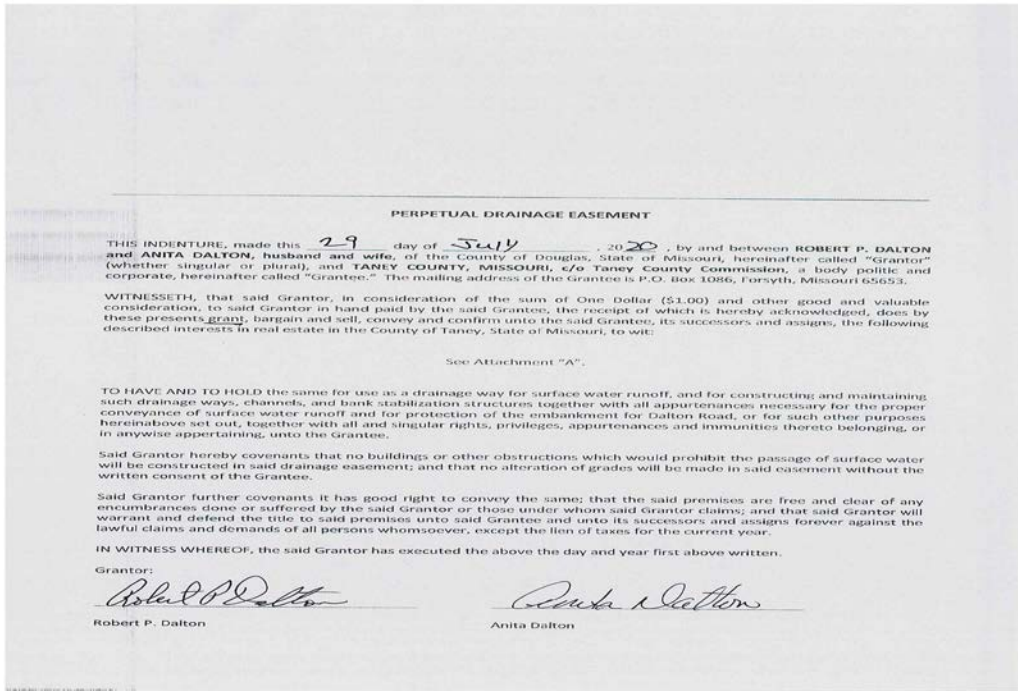
Joseph S. Norwine
Joseph S. Norwine

Kimberly A. Norwine
Kimberly A. Norwine

PERPETUAL DRAINAGE EASEMENT - ROBERT P. DALTON AND ANITA DALTON

Devin Huff, Road and Bridge Administrator was present.

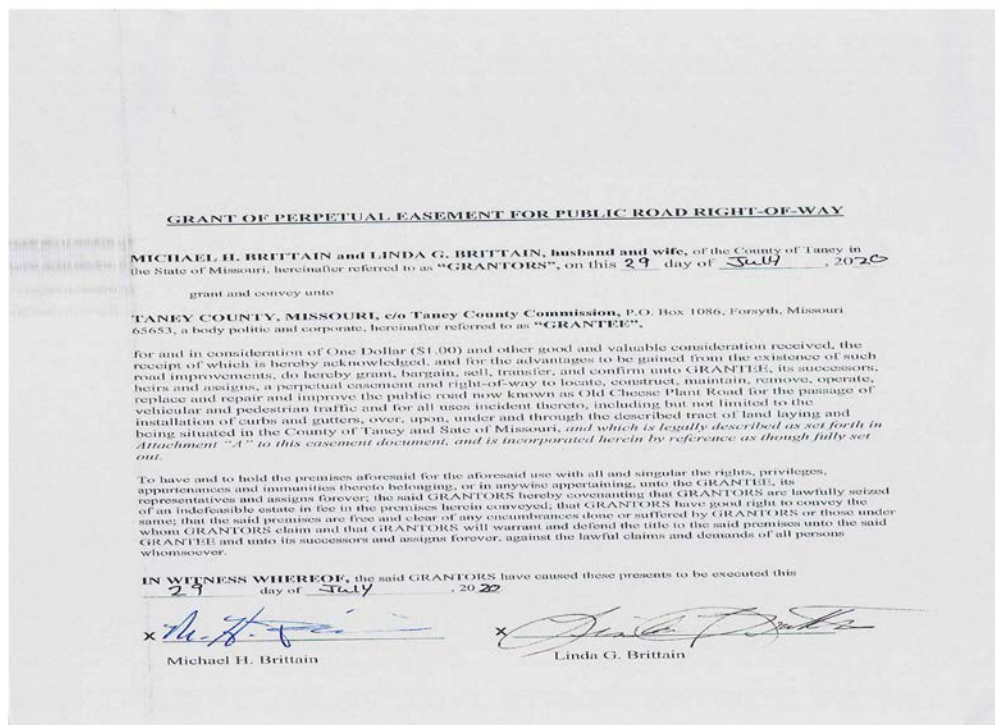
Commissioner Williams moved to approve the Perpetual Drainage Easement by and between Robert Dalton and Anita Dalton, husband and wife, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY – MICHAEL H. BRITTAIN AND LINDA G. BRITTAIN

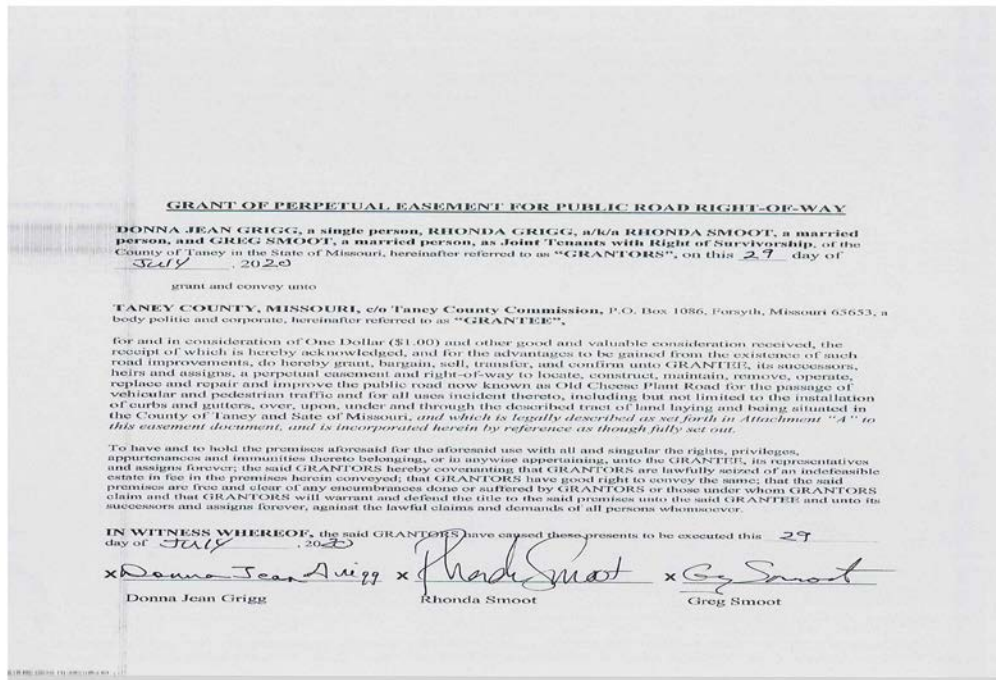
Devin Huff, Road and Bridge Administrator was present.

Commissioner Wyatt moved to approve the Perpetual Agreement between Michael H. Brittain and Linda G. Brittain and Taney County for Public Right of Way. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



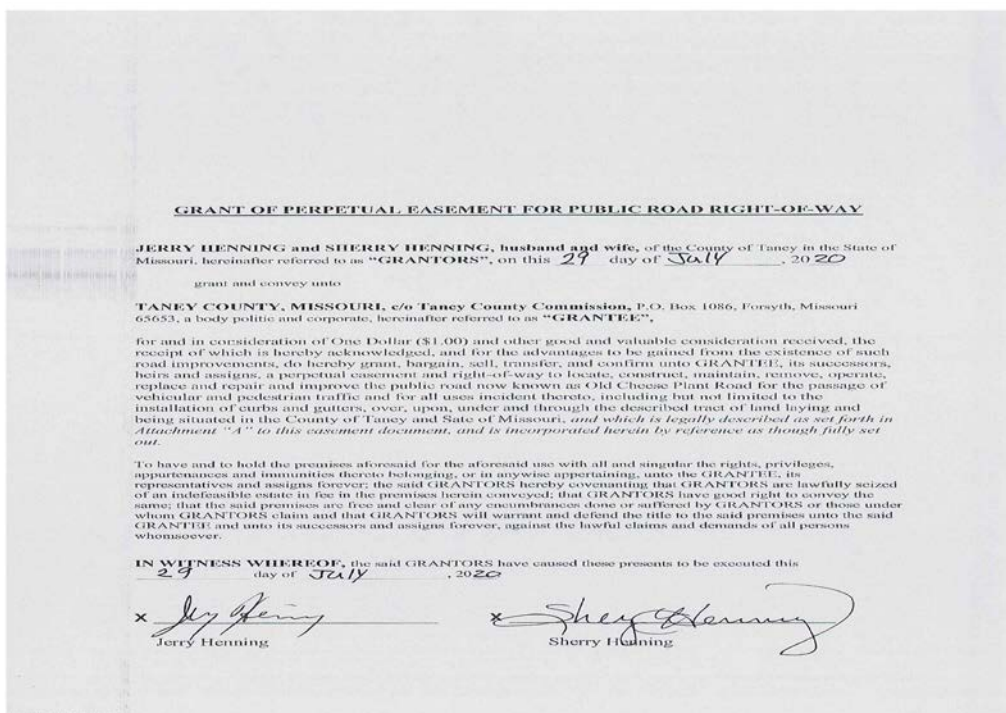
GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY – DONNA JEAN GRIGG, RHONDA GRIGG, AKA RHONDA SMOOT AND GREGG SMOOT
Devin Huff, Road and Bridge Administrator was present.

Commissioner Wyatt moved to approve the Perpetual Agreement between Donna Jean Grigg, and Rhonda Grigg, also known as Rhonda Smoot and Gregg Smoot and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY – JERRY HENNING AND SHERRY HENNING
Devin Huff, Road and Bridge Administrator was present.

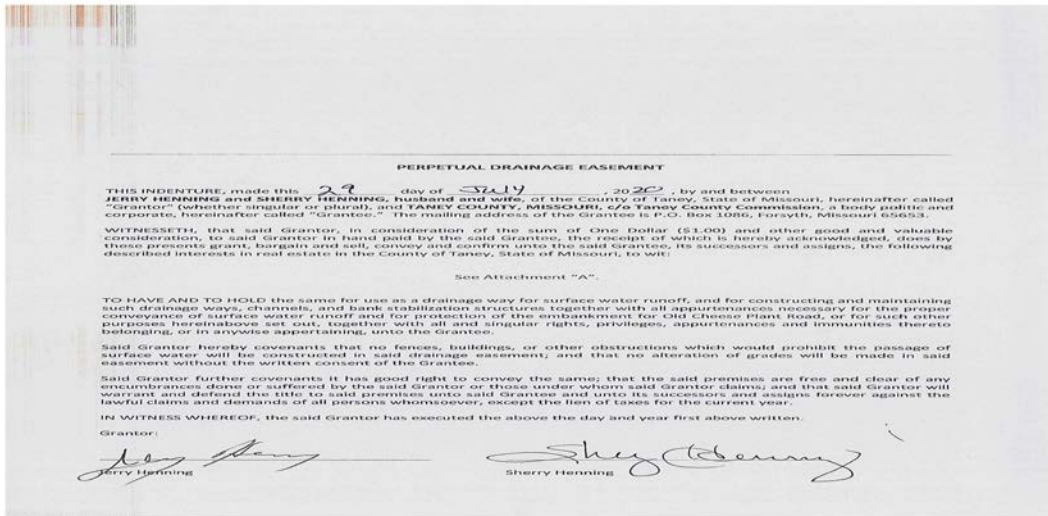
Commissioner Williams moved to approve Grant of Perpetual Easement for Public Road Right-of-Way by and between Jerry Henning and Sherry Henning, husband and wife, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



PERPETUAL DRAINAGE EASEMENT – JERRY HENNING AND SHERRY HENNING

Devin Huff, Road and Bridge Administrator was present

Commissioner Williams moved approve the Perpetual Drainage Easement by and between Taney County and Jerry Henning and Sherry Henning, husband and wife. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



AIRPORT BOARD APPOINTMENT

Commissioner Wyatt made the motion for Phil Loyd to be reappointed to the Airport Board beginning his term August 1, 2020 through July 31, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt made the motion for Steve Young to serve on the Taney County Airport Board term beginning August 1, 2020 and ending on July 31, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GLASS GURU PROPOSAL – COLLECTOR (#20-082C)

Mona Cope, County Treasurer, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to allow Collector Office to purchase Virus Shield Guards from the Glass Guru of Springfield, Mo as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



NOTICE OF RENEWAL FOR VOTER REGISTRATION PRINTING + MAILING SERVICES (#20-078C)

Commissioner Williams moved to approve Notice of Renewal for Voter Registration Printing and Mailing Services by and between Edward J.Rice Company and Taney County.

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

No. 20-078C

NOTICE OF RENEWAL

To: Edward J. Rice Company, Inc., Christopher Rice, Authorized Representative, P.O. Box 1398, Springfield, Missouri, 65801

Notice is given that the County of Taney, Missouri hereby renews its agreement with Edward J. Rice Company, Inc., for voter registration printing and mailing services, commencing August 7, 2020, for a period of (1) one year, which will expire on August 6, 2021. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 08/03/2020

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above Notice of Renewal.

By: *Donna Neeley*
Donna Neeley, County Clerk

Date: 8/3/2020

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: *David Clark*
David Clark, Taney County Auditor

Date: 8/3/2020

NOTICE OF RENEWAL FOR HVAC SERVICES (JUDICIAL CENTER + JAIL FACILITY) EPM ~CTC SOFTWARE (#20-077CM)

Scott Terpening, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal for HVAC Services by and between Taney County and Temperature Control Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-077M

NOTICE OF RENEWAL

To: Temperature Control Co., Chuck McDaniel, Authorized Representative, 613 North Main Street, Springfield, Missouri, 65806

Notice is given that the County of Taney, Missouri hereby renews its agreement with Temperature Control Co., for HVAC Services (Judicial Center & Jail Facilities - "EPM / CTC" Software, commencing August 5, 2020, for a period of (1) one year, which will expire on August 4, 2021. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 08/03/2020

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above Notice of Renewal.

By: *Donna Neeley*
Donna Neeley, County Clerk

Date: 8/3/2020

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: *David Clark*
David Clark, Taney County Auditor

Date: 8/3/2020

MISSOURI STATE AGENCY FOR SURPLUS PROPERTY DONEE AUTHORIZATION ELIGIBILITY (#20-080CM)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Donee Authority with Terms and Conditions of Distributions Document, Nondiscrimination Assurance, Applications of Eligibility and Certifications, and Agreement Forms by and between Taney County and Missouri State Agency for Surplus Property Donee Authorization Eligibility. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Missouri State Agency for Surplus Property
About the Program...

Eligibility
The Federal Surplus Property Donation program enables certain nonfederal organizations to obtain property the Federal Government no longer needs. The Missouri State Agency for Surplus Property (MOSASP) obtains this surplus property from the Federal Government and donates it to eligible entities for a service charge. Eligible entities include:

- Public agencies (State Agencies, cities, counties, schools, fire protection district, ambulance districts, etc.)
- Not-for-profit educational and public health activities (these must be licensed or accredited by a recognized authority).
- Agencies that primarily serve the homeless.
- Agencies that provide assistance to the needy.
- Agencies that receive funds from the Older Americans Act.
- Certain Veterans organizations.

To become eligible, forms must be completed by the chief administrative officer or executive head of the agency and MOSASP must make an eligibility determination. Once an agency is approved to receive property, the agency is called a donee. At that point, authorized representatives can visit the MOSASP facility and select property needed by the donee. Property is received on a daily basis so the inventory changes on a daily basis.

Service Educational Activities
Services Educational Activities (SEAs) are eligible to receive Department of Defense (DOD) property. Although their eligibility is determined by DOD, they should contact MOSASP for requirements. Property obtained by the SEA can only be used in their eligible program, and must be put into use within one year of receipt and used for at least one year.

Small Business Administration Participants
Participants in the Small Business Administration's (SBA's) 8(a) Business Development Program may be eligible to receive surplus property. The SBA will be responsible for determining eligibility and enforcing compliance.

Want List
To request property that is needed but not currently available, donees can place their names and the need items on the want list. When the property is received, staff will call and notify the donee that it is available.

Return of Property

- If at any time during the period of restriction, the property is no longer suitable, usable, or further needed by the donee, the donee must return the property to MOSASP.
- If property cannot be used and is returned within 30 days from receipt, full credit will be given. If property is returned between 30 and 60 days from receipt, half credit will be given. After 60 days, no credit will be given.

MO 300-1902 (8-19)

AGREEMENT FOR PERSONAL PROTECTIVE EQUIPMENT (20-081CM)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Agreement for Personal Protective Equipment by and between Sentinel Emergency Solutions and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-081CM

AGREEMENT
for
Personal Protective Equipment

THIS AGREEMENT dated the _____ day of _____ 202_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Sentinel Emergency Solutions of Arnold, 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 Personal Protective Equipment and related equipment ("Equipment") shall include Master Price Agreement by and between the League of Oregon Cities and LICN, a cooperative purchasing agreement through NPPgov, resulting from RFP #1915 and any applicable addenda which are attached hereto and incorporated herein by reference. Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. **Contract Price.** Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's signed bid response. The County agrees to purchase from Contractor 182 personal protective suits, not to exceed a total of \$168,771.89, and Contractor agrees to supply the County the Equipment and related items per the Contractor's bid response, and for the prices set forth in the Contractor's response, and as ordered by County. If any issues arise which may hinder or delay Equipment 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 terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as 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 contractor's bid response.
4. **Billing and Payment.** All billing shall be invoiced with specific department information and include Master Price Agreement by and between the League of Oregon Cities and LICN, a cooperative purchasing agreement through NPPgov, resulting from RFP #1915 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.

DISCUSSION OF THE RECYCLING CENTER

Devin Huff, Road and Bridge Administrator, Keith Francis, Director of Public Works, Scott Starrett, Planning and Zoning Administrator, and Mona Menezes, Environmental Specialist, were present.

Discussion ensued on operation of Recycling Center.

RECESS: 11:00 A.M.

RECONVENE: 11:18 A.M.

ROAD & BRIDGE ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

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

EXECUTIVE SESSION: 11:33 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.

Also present: Scott Starrett, Planning and Zoning Administrator.

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

END OF EXECUTIVE OF EXECUTIVE SESSION: 12:22 P.M.

RECONVENNE: 12:28 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Nikki Lawrence, Director of Purchasing/Legal Liaison, and Kim Lovelace, Deputy Clerk were present.

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

ADJOURNMENT:

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

ADJOURN: 12:40 P.M.

Minutes taken and typed by Kim Lovelace, Deputy Clerk.