

**OFFICIAL  
COMMISSION MINUTES  
APRIL 5<sup>TH</sup>, 2021 – 1<sup>ST</sup> DAY OF  
THE APRIL 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**

Commissioner Wyatt reminded everyone that tomorrow, April 6<sup>th</sup> is Election Day, and encourages everyone to exercise their right to vote. Polls open at 6 a.m. and close at 7 p.m. Mark Twain and Cedar Creek Precinct will be closed due to nothing on the ballot and a very small part of Bradleyville who live in Central Fire District will have something to vote on. If you have any questions, please call the Taney County Clerk Office.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #462891 through Check #462957, no Warrants and no Journal Entry/Transfer. Commissioner Williams 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 Executive Session Minutes for March 29<sup>th</sup>, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approved Regular Session Minutes for March 29<sup>th</sup>, 2021 and March 31<sup>st</sup>, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PRESENTATION OF DELINQUENT TAX BOOKS & COLLECTORS ANNUAL YEAR-END SETTLEMENT PER RSMo CHAPTER 139 (139.160,139.190) & 52.361**

Mona Cope, Collector, was present.

Commissioner Wyatt moved to accept the Delinquent Tax Books and the Personal and Real Estate as presented into record. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved that the Collector Annual Settlement be entered into the record and the County Clerk certify with the State Department of Revenue. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**INSURANCE DISCUSSION WITH JOHN AKERS – OLLIS/AKERS/ARNEY  
INSURANCE & BUSINESS ADVISORS**

John Akers, Ollis/Akers/Arney Insurance Counselor was present and with updates on County Insurance and Health Plans.

Discussion ensued.

**BID RECOMMENDATION FOR 2021 DODGE DURANGO PURSUIT AWD SUV (1 OR MORE) #202102-467**

Nikki Lawrence, Purchasing Director & Legal Liaison, Brad Daniels, Sheriff, were present.

Commissioner Williams moved to award Bid #202102-467 to Belkoh – II, Inc. dba Behlmann Chrysler Dodge Jeep Ram out of Troy, Mo. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**BID RECOMMENDATION FOR 2021 FORD F-150 XL CREW CAB (3 OR MORE) #202102-468**

Nikki Lawrence, Purchasing Director & Legal Liaison, Brad Daniels, Sheriff, were present.

Commissioner Williams moved to award Bid #202102-468 to RML Branson, Mo. LLC dba Tri-Lakes Motor in Branson, Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PROFESSIONAL SERVICE AGREEMENT – BEACON ADD ON - #21-025CM**

Marc Rys, I.S. Administrator, was present. Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to table the Professional Service Agreement for the Beacon Add On until April 12, 2021. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT FOR CORRUGATED STEEL CULVERTS #21-023RB**

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

Commissioner Wyatt moved to accept the agreement with Metal Culverts for the Corrugated Steel Culverts File #21-023RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT  
for  
CORRUGATED STEEL CULVERTS**

No. 21-023RB

THIS AGREEMENT dated the 5<sup>th</sup> day of April 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Metal Culverts, Inc. of Jefferson City, 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 Corrugated Steel Culverts ("Product") shall include cooperative purchasing State of Missouri Contract #CC192606001 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. The County agrees to purchase the Product from the Contractor and the Contractor agrees to sell to the County the Product provided under this Agreement. The purchase prices shall not exceed the prices as quoted by the aforementioned State of Missouri contract. The County agrees to this term & supply purchase for an "as needed" basis. If certain unusual circumstances occur specific to 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 until June 15, 2021, subject to the provisions for termination specified below. This agreement may be renewed by order of the County Commission subject to the pricing and delivery clauses agreed to. 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 State of Missouri Contract #CC192606001 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.

**GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – JUNE LAWSON & SHARON G. FRANK, CO-TRUSTEES OF THE REVOCABLE LIVING TRUST AGREEMENT OF MICHAEL BROWN**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Permanent and Perpetual Easement and Right-of -Way for Public Road Purposes and Temporary Construction Easement for Construction of Public Road Improvements by and between June Lawson & Sharon G Frank, Co-Trustees of the Revocable Living Trust Agreement of Michael Brown and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS**

June Lawson and Sharon G. Frank, Co-Trustees of the Revocable Living Trust Agreement of Michael Brown, dated May 21, 1995, of the County of Tulsa, State of Oklahoma, hereinafter referred to as "GRANTORS", on this 4 day of December, 2020

grant and convey unto

TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of widening the public road now known as Dean Road 125-150 for the passage of vehicular and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

*Legally described as set forth in Exhibit "A and B" to this easement document, and incorporated herein by reference as though fully set out.*

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit*:

**FILL DIRT AGREEMENT – MICHAEL D. SMITH**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Michael D. Smith. 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 MICHAEL D. SMITH (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

3-31-2021  
Date:

### EMS DESKTOP APPLICATION PURCHASE AGREEMENT #21-024PAD

Joanna Jasper, Public Administrator, was present. Commissioner Scofield referenced a letter from their attorney.

Discussion ensued.

### BROADBAND DISCUSSION

Marc Rys, I.S. Administrator, was present.

Discussion ensued.

**RECESS: 10:15 A.M.**

**RECONVENE: 10:31 A.M.**

### ROAD AND 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, Jason Silvis, Great River Engineering, Anne Pierce, Great River Engineering Bridge Engineer, A.J. Meakins, Tri-Lakes New Reporter, and Kim Lovelace, Deputy Clerk.

Discussion Ensued.

**EXECUTIVE SESSION 10:50 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(3) (PERSONNEL)**

*(Taney County Commission Hearing Room)*

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

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

**RECESS: 10:55 A.M.**

**RECONVENE: 1:00 P.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1) (LEGAL)**

*(Taney County Commission Hearing Room)*

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

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

**END OF EXECUTIVE SESSION 4:11 P.M.**

**RECESS: 4:13 P.M.**

**RECONVENE: 4:19 P.M.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also Present: Lesley Wallace, Commission Assistant.

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

**ADJOURNMENT:**

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

**ADJOURN: 4:29 P.M.**

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