

**OFFICIAL
COMMISSION MINUTES
OCTOBER 12, 2021 – 2nd DAY OF
THE OCTOBER ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:04 a.m.

COMMISSION REMARKS

None.

STEVE REDFORD DISCUSSION

(May go into Executive Session per Section 610.021.(1)(3) Legal & Personnel)

Steve Redford, Lifestyle Contractors owner, was present.

Discussion ensued.

DISCUSSION REGARDING WATER ISSUE ON 161 SPENCER DRIVE

Jim Wicks, of 161 Spencer Drive, Branson, Devin Huff, Road & Bridge Administrator, and Travis Elliott, Attorney, were present.

Discussion ensued.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #465090 through Check #465156, Warrants #7797 through Warrant #7800, and two Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for October 4th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for October 4th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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


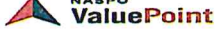
MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the September 2021 Monthly Budget Report to the Commission.

NASPO VALUEPOINT CONTRACT – FIRE ALARM #21-116M

Renee Brusca, Building & Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the NASPO ValuePoint Contract for Fire Alarms by and between Taney County and NASPO ValuePoint. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

 <p>Johnson Controls</p> <p>NASPO Customer: Site Name: Street Address: City, State, Zip</p> <p>Sales Representative Contract Period Begin and End Date</p>	<p>Johnson Controls Fire Protection</p> <p>State of MO NASPO ValuePoint Cooperative Contract #CC180753002</p> <p>Taney County Justice Center Taney County Justice Center 266 Main Street Forsyth, MO 65653</p> <p>Harley Cavender 10/1/21 - 9/30/22</p>	 <p>NASPO ValuePoint</p> <p>CCA Use Only: NASPO Region Code# AR# Ship to Customer # Bill to Customer #</p> <p>Annual Contract Value: \$8,713.00</p>	
Pricing Breakout by Product Line & Inspection Information			
Fire Alarm (Test & Inspect)	Quantity:	Inspect Frequency:	Inspect Month(s):
Make/Model:		Annual	May
Notifier Fire Alarm System Programmable			
Fire Panel(s)	1		
Pull Stations	28		
Smoke Detector - Sensitivity report from panel per 250	0		
SmokeDetectors - Test & Inspect	47		
	Not included		
SmokeDetector - Cleaning			
SmokeDetector - Sensitivity	100%		
Duct Detectors - Functional test	147		
Duct Detectors - Cleaning	50%		
Duct Detectors - Sensitivity	50%		
Elevator Recall	0		
AV's, Horns/Sirobes	178		
Speakers	0		
Heat Detectors	9		
Warden Phone Jacks	0		
Transponder	0		
NAC	0		
Annunciator	2		
Other (AHU input, relays, etc.)	5		
Vesda Early Detection Device	0		
WaterFlow	21		
Tamper Switches	23		
Dact (Dialer Panel)	0		
Door Holder	0		
Optional Standard Labor Coverage	No		
Optional 24/7 Labor Coverage	No		
Optional Full Service Parts Coverage	No		
Inspection After-Hours	No		
Annual Cost			
		-\$1,867.00	
		\$5,761.00	
Monitoring			
	Quantity:		
Single building fire alarm service	0		
Single building burglar alarm service	0		
Multi building applications (same dialer) (each building)	0		
Single building combo panel service (fire/security)	0		
Elevator Monitoring	0		
UL Certified Fire Alarm Monitoring	0		
		\$0.00	
		\$0.00	
Sprinkler System (Test & Inspect)			
	Quantity:	Inspect Frequency:	Inspect Month(s):
Wet Risers	4	Annual	May
Dry Risers	0	Annual	
Dry Sprinkler Trip Test	0	Annual	
Pre-Action (Quarterly pricing includes trip test. Pricing does not reflect additional FA panel or devices. If needed, see FA pricing above).	0	Annual	
Additional Control Assemblies (Tamper and Flow)	0		
PIV's (Post Indicator valve)	0		
Deluge Risers	0	Annual	
AFFF (Foam tank inspect & lab analysis of foam)	0		
Fire Hose Stations	0		
Standpipe	0		
Anti-Freeze Loops	0		
Fire Pump	0		
Monthly Pump Run (each)	0	Monthly	
Private Fire Hydrants	0		
Backflow Preventer (Sprinkler, Domestic, Irrigation)	0		
Backflow preventer: LA, IN, MN, MD, IL, MO, MI	1	Annual	May
Monthly Valve Inspections	0	Monthly	
Optional Sprinkler Standard Labor Coverage	No		
After-Hours Sprinkler Inspection	No		
Annual Wet Sprinkler Cost		\$0.00	
Annual Dry Sprinkler Cost		\$476.00	
Annual Anti-Freeze Cost		\$0.00	
Annual Backflow Cost		\$0.00	
Annual Deluge Cost		\$0.00	
Annual Fire Hose Cost		\$0.00	
Annual Fire Pump Cost		\$0.00	
Annual Pre-Action Cost		\$0.00	

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN
TANEY COUNTY, MISSOURI AND THE TANEY COUNTY REGIONAL SEWER
DISTRICT (TURKEY CREEK SANITARY SEWER IMPROVEMENT PROJECT)**

Brad Allbritton, Taney County Regional Sewer District Administrator, was present.

Commissioner Williams moved to approve the Amendment to Inter-Governmental Funding Agreement between Taney County and the Taney County Regional Sewer District.

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

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE TANEY COUNTY REGIONAL SEWER DISTRICT

TURKEY CREEK SANITARY SEWER IMPROVEMENT PROJECT
(Engineering, Permitting, Land Acquisition, Legal Services, Bidding and Construction)**

THIS AGREEMENT is made and entered into this 12th day of October, 2021, by and between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

WITNESSETH:

WHEREAS, the District and County entered into an Inter-Governmental Funding Agreement in January 2014, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, the District and the County entered into an additional Inter-Governmental Funding Agreement in January 2016, which superseded the funding agreement from 2014, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference; and

WHEREAS, the District and the County have entered into two previous Amendments to said Inter-Governmental Funding Agreement, a copy of which is attached hereto as Exhibit "C" from 2017 and Exhibit "D" from 2018 both of which are incorporated herein by reference; and

WHEREAS, the First Phase of the Project is complete and online and the District is now working to complete the Second Phase of the Project which consists of two areas of work, one within the Branson Creek development and the second the upper interceptor portion from Branson Creek to the end of Carlton Road; and

WHEREAS, due to unforeseen delays, the Construction of the Second Phase of the Project will not be completed by December 31, 2021 and the District has requested additional time to complete the Project; and

WHEREAS, the parties desire to increase the time frame for completion of this work so that it shall be completed on or before December 31, 2022; and

WHEREAS, due to unforeseen construction price increases and changes necessary to the phasing of the Project causing increased costs, the District is requesting additional funds to complete the Construction of the Project; and

WHEREAS, the parties desire to increase the funding to allow for completion of the work; and

WHEREAS, the parties wish to reduce their Agreement to writing.

ROUND MOUNTAIN ROAD BRIDGE PROJECT CHANGE ORDER NO. 3 #21-115RB
 Devin Huff, Road & Bridge Administrator, and Anne Pierce, Great River Engineering Bridge Engineer, were present.

Commissioner Williams moved to approve the Round Mountain Road Bridge Project Change Order #3. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

CHANGE ORDER No. 3

CONTRACTOR: Hartman & Company, Inc. LPA: Taney County Commission
 PROJECT NAME: Taney Co. Bridge Replacement (Round Mountain Rd) PROJECT NO.: BRO-NBIL-B106 (001)

The Contractor is hereby directed to make the following changes from the contract:

1. DESCRIPTION AND REASON FOR CHANGE:											
Did not use the amount of Silt Fence that was originally planned for. The rock ditch checks were deemed unnecessary. Did not use the amount of Steel Piling that was originally planned for.											
2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.											
EST. CONTRACT LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT		
19	806	Silt Fence	1734.00	1365.00	369.00	LF	\$3.00		\$1,107.00		
20	806	Rock Ditch Check	26.00	0.00	26.00	EA	\$250.00		\$6,500.00		
22	702	Galvanized Structural Steel Piles	389.00	366.00	24.00	LF	\$75.00		\$1,800.00		
TOTALS:								\$0.00	\$9,407.00		
3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:											
N/A											
4 COMMENTS:											
5 COST ADJUSTMENTS TO THE CONTRACT:											
1. CONTRACT AMOUNT									\$1,602,000.00		
2. OVERRUN THIS ORDER								\$0.00			
3. OVERRUN PREVIOUS								\$6,394.69			
4. UNDERRUN THIS ORDER								\$9,407.00			
5. UNDERRUN PREVIOUS								\$10,919.85			
6. PROJECT TOTAL									\$1,588,087.84		
THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:											
APPROVED: (OWNER)			DATE			APPROVED: (CONTRACTOR)			DATE		
<i>Mike Scofield</i>			10/12/2021			<i>John Stolt</i>					
APPROVED: (MODOT)			DATE			APPROVED: (CONSTRUCTION ENGINEER)			DATE		
						<i>W.E.R.</i>			9-29-2021		

AGREEMENT FOR RADAR SIGNS (6 OR MORE) #21-118RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Agreement for Radar Signs, LLC and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-118RB

Agreement
for
Radar Signs (6 or more)

THIS AGREEMENT dated the 12th day of October 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Radarsign, LLC., a Georgia 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 to purchase six (6) or more Radar Speed Signs ("Equipment") shall include the Request for Bid #202108-485, which is attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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 Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed \$3,090.00 per unit. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. 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 Quote response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202108-485 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.

ANNUAL CERF CONTRIBUTION

Commissioner Williams moved to approve the Annual Contribution Election labeled Exhibit "A". Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"



County Employees' Retirement Fund
2121 Schotthill Woods Drive
Jefferson City, MO 65101
Phone: (877) 632-2373
Fax: (573) 761-4404

Annual Contribution Election

October, 2020

Reminder

Effective January 1, 2003, an additional 4% of compensation was required on behalf of employees hired on or after February 25, 2002, to be directed to CERF. Each county notified CERF of its election to pay the additional contributions either from county funds or through payroll deduction. A county can only change its election one time per year, with the new election becoming effective on January 1. If a county wants to change its current election, it must notify CERF, in writing, at least thirty (30) days prior to January 1.

Please check the appropriate statement below and sign and date this form. Then, email the form to CERF at jellison@mocerf.org or fax it to 573-761-4404 as soon as possible. Please note that after December 1, 2020, you may not make any changes to your 2021 election.

- The County's current election will remain in effect during 2021.
- The County will change how the 4% contribution is paid, as follows:

Name Mike Scofield
 Title Taney County Presiding Commissioner
 County Taney County
 Date 10/12/2021

Confidentiality Notice: This email, including any attachments, is for the sole use of the intended recipient(s) and may contain privileged and confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original documents.

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "B" dated October 12, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "B"

ERRONEOUS ASSESSMENT															
Exhibit: <u>B</u>		Date: <u>12.07.2021</u>													
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied
208925	2016	0000-00-00	2021-10-01	08-4-0-19-000-000-001.000	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-26480	0	0		X	
208926	2017	0000-00-00	2021-10-01	08-4-0-19-000-000-001.000	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-26480	0	0		X	
208927	2018	0000-00-00	2021-10-01	08-4-0-19-000-000-001.000	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-26480	0	0		X	
208928	2019	0000-00-00	2021-10-01	08-4-0-19-000-000-001.000	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-26480	0	0		X	
208929	2020	0000-00-00	2021-10-01	08-4-0-19-000-000-001.000	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-26480	0	0		X	
208930	2016	0000-00-00	2021-10-01	08-4-0-18-000-000-005.007	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-420	0	0		X	
208931	2017	0000-00-00	2021-10-01	08-4-0-18-000-000-005.007	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-420	0	0		X	
208932	2018	0000-00-00	2021-10-01	08-4-0-18-000-000-005.007	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-420	0	0		X	
208933	2019	0000-00-00	2021-10-01	08-4-0-18-000-000-005.007	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-390	0	0		X	
208934	2020	0000-00-00	2021-10-01	08-4-0-18-000-000-005.007	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-390	0	0		X	
208935	2016	0000-00-00	2021-10-01	08-4-0-19-000-000-001.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	-10110	0	0	0	0		X	
208936	2017	0000-00-00	2021-10-01	08-4-0-19-000-000-001.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	-10110	0	0	0	0		X	
208937	2018	0000-00-00	2021-10-01	08-4-0-19-000-000-001.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	-10110	0	0	0	0		X	
208938	2019	0000-00-00	2021-10-01	08-4-0-19-000-000-001.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	-10110	0	0	0	0		X	
208939	2020	0000-00-00	2021-10-01	08-4-0-19-000-000-001.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	-10110	0	0	0	0		X	
208940	2016	0000-00-00	2021-10-01	08-4-0-20-000-000-063.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-2340	0	0		X	
208941	2017	0000-00-00	2021-10-01	08-4-0-20-000-000-063.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-2340	0	0		X	
208942	2018	0000-00-00	2021-10-01	08-4-0-20-000-000-063.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-2340	0	0		X	
208943	2019	0000-00-00	2021-10-01	08-4-0-20-000-000-063.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-2340	0	0		X	
208944	2020	0000-00-00	2021-10-01	08-4-0-20-000-000-063.006	REAL ESTATE RECOVERY LLC	ERRONEOUS ASSESSMENT	0	0	0	-2340	0	0		X	

PERSONAL PROPERTY ABATEMENTS/ADD-ON REPORTS FOR JUNE, JULY, AUGUST & SEPTEMBER

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to approve Personal Property Abatements/Add-On Reports from the County Clerk for the months of June, July, August and September 2021. 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 Advisor, was present.

Discussion ensued.

RECESS: 10:26 A.M.

RECONVENE: 10:43 A.M.

BUDGET DISCUSSION

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Travis Elliott, Attorney, Jason Wert, Tri-Lakes Branson Newspaper Reporter, and Stephanie Spencer, Chief Deputy Clerk.

RECESS: 10:59 A.M.

EXECUTIVE SESSION: 11:00 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

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

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

END OF EXECUTIVE: 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: Lesley Wallace, Commission Assistant.

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

ADJOURNMENT:

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

ADJOURN 12:36 P.M.

The minutes were taken by Presiding Commissioner Scofield and Stephanie Spencer, Chief Deputy Clerk, and typed by Stephanie Spencer, Chief Deputy Clerk.