

**OFFICIAL  
COMMISSION MINUTES  
DECEMBER 9, 2019 – 19<sup>TH</sup> DAY OF  
THE OCTOBER ADJOURN TERM**

**FORMAL AGENDA**

The County Commission met in the Commission Conference 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 9:03 a.m.

**COMMISSION REMARKS**

Commissioner Wyatt thanked the Building and Grounds Department for their work in the lighting up the Courthouse.

**MISSOURI ASSOCIATION OF COUNTIES SERVICE AWARDS**

Missouri Association of Counties Service Awards were awarded for the following Departments:

Road & Bridge presented by Devin Huff, Road & Bridge Administrator

5 years	Dustin Graves
5 years	Jeff Greenwood
5 years	Steve Henderson
5 years	Cody Lewis
5 years	Tim Sims
5 years	Paul Wyatt
15 years	John Layton
20 years	Delmar Jennings
25 years	Jack Cole
25 years	Devin Huff – Presented by Mike Scofield, Presiding Commissioner
25 years	Kathy Roberts
25 years	Doug Wood
30 years	Brian Jennings

Airport presented by Mike Scofield, Presiding Commissioner.

10 years	David Franz
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Planning & Zoning Department presented by Mike Scofield, Presiding Commissioner.

15 years	Marla Pierce
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Assessor presented by Chuck Pennel, Assessor.

5 years	Lyn Wieneke
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Auditor presented by David Clark, Auditor.

20 years	Joanna Jasper
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Building & Grounds presented by Mike Scofield, Presiding Commissioner.

5 years	Scott Terpening
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Recorder presented by Mike Scofield, Presiding Commissioner.

5 years	Audrey Erickson
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5 years	Virginia Grenier
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Sheriff presented by Mike Scofield, Presiding Commissioner.

5 years Hayden James Brawley  
5 years Terry Lee Lichty  
10 years Michael Carter  
10 years David Mussleman  
15 years Jason Criner  
15 years Travis McConnell  
15 years Jeremy Wilson

Commission presented by Mike Scofield, Presiding Commissioner.

20 years Sheila Wyatt

### **TANEYHILLS LIBRARY**

Marcia Schemper-Carlock, Taneyhills Community Library Director, presented to the Commission the need for funds to update the front entrance of the library.

Discussion ensued.

### **DISCUSSION OF FAMILY SERVICE DIVISION COOPERATIVE AGREEMENT**

William Duston, Prosecuting Attorney, and Lara Fors, Greene County Child Support - First Assistant Prosecutor, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Discussion ensued.

### **UNIVERSITY OF MISSOURI EXTENSION UPDATE**

Willa Williams, 4-H Community Engagement Specialist, updated the Commission on Missouri Extension Programs.

### **MONTHLY BUDGET REPORT**

David Clark, Auditor, presented the Monthly Budget Report.

### **APPROVE ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #457239 through Checks #457324 and Warrant #7318 through #7323 and three Journal Entries. 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 Regular Session Minutes from December 3, 4, and 5, 2019. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Minutes from December 5, 2019.

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).

### **AMENDMENT TO SEWER SERVICES & EXCLUSIVE TERRITORIAL AGREEMENT #19-096SD**

Brad Allbritton, Sewer Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Amendment to the Sewer Services & Exclusive Territorial Agreement by and between Taney County Regional Sewer District, City of Hollister and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AMENDMENT TO SEWER SERVICES AND EXCLUSIVE  
TERRITORIAL AGREEMENT**

**THIS AGREEMENT** is made and entered into this 9<sup>th</sup> day of December, 2019 between Taney County, Missouri (hereinafter referred to as "County"), the Taney County Regional Sewer District (hereinafter referred to as "District"), and the City of Hollister (hereinafter referred to as "Hollister" or "City").

**WITNESSETH:**

**WHEREAS**, the County, District and City entered into a Sewer Services and Exclusive Territorial Agreement on April 8, 2010, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, for the purpose of providing sanitary sewer services throughout certain areas of Taney County, Missouri; and

**WHEREAS**, the County, District and City entered into an Amendment to Sewer Services and Exclusive Territorial Agreement on October 15, 2019, a copy of which is attached hereto as Exhibit B and incorporated herein by reference, for the purpose of providing sanitary sewer treatment services for the sewer extension project known as the Ridgedale/Turkey Creek Sanitary Sewer Improvement Project; and

**WHEREAS**, the County, District and City desire to amend the 2010 Sewer Services and Exclusive Territorial Agreement to include service to the Big Bear Sanitary Sewer Improvement Project area and to more accurately reflect the agreement between the parties moving forward; and

**WHEREAS**, the District has taken over ownership of the Big Bear Resort Wastewater Treatment Facility the location of which is shown on the attached Exhibit C; and

**WHEREAS**, the District desires to construct a sewer extension project known as the Big Bear Sanitary Sewer Improvement Project (the "Project"), which will include construction of necessary piping and pump stations to connect the wastewater systems serving the developments of Big Bear Resort, Big Bear Estates, and the Stonecroft Ministries Conference Center property (the "Project Service Areas") to a Missouri-American Water Company gravity sewer main (the "Missouri-American Sewer System"), all of which is more fully described on the attached Exhibit C; and

**WHEREAS**, the Missouri-American Sewer System connects to a City of Hollister owned gravity sewer main (the "Hollister Sewer System") the location of which is shown on the attached Exhibit C; and

**WHEREAS**, the District has negotiated an agreement to connect the Project to the Missouri-American Sewer System and convey all wastewater from the Project Service Areas to the Hollister Sewer System and on to the City of Hollister Wastewater Treatment Facility (the "Hollister WWTF") for treatment; and

**NOTICE OF RENEWAL – SEPTIC SYSTEM SERVICES – BOERMAN SEPTIC, LLC  
#19-136CM**

John Soutee, Environmental Services Project Coordinator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Notice of Renewal with Septic System Service between Boerman Septic, LLC and Taney County to end December 9, 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT**  
for  
**SEPTIC SYSTEM SERVICES**

THIS AGREEMENT dated the 10<sup>th</sup> day of December 2018 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Boerman Septic, LLC. of Kirbyville, Mo. (-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 provide Septic System Services ("Services") shall include the Contractor's bid response to County's Request For Bid # 201810-418 and any applicable addenda which are attached hereto and incorporated herein by reference. 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.** Services provided under this Agreement shall not exceed the prices as quoted in the attached bid response table. Said services will be performed ongoing- on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur regarding Services 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 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional one-year period by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response to continue to perform services "as needed". 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 must be invoiced **in duplicate** with specific department information and include bid reference #201810-418 for tracking. Billings and invoices, **in duplicate**, 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.

**MISSOURI PRODUCER SERVICE AGREEMENT – CONNELL INSURANCE, INC  
#19-130HR**

Tim Connell, Commercial Insurance Consultant, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Missouri Producer Service Agreement by and between Taney County and Connell Insurance, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**Missouri Producer Service Agreement**

The undersigned insured, Taney County, hereby engages the services of Connell Insurance, Inc. for the purpose of securing, negotiating and procuring the placement of the following described insurance coverages and to assist the undersigned in the preparation of any and all applications, underwriting data, and other information required by an insurer for the purposes of issuing an insurance policy within the state. The Insurance coverage(s) requested is/are:

X  Property and/or Casualty with an effective date of:  1/1/2020   
  Life and/or Health with an effective date of:

The undersigned insured authorizes Connell Insurance, Inc. to commit to a maximum premium of not more than \$   for the above-stated coverage(s) which may be adjusted during the policy term for endorsements or exposure changes as reported or requested by insured. The undersigned insured agrees to pay as compensation to Connell Insurance, Inc. above and in addition to the commission received from the insurer, for the various services of Connell Insurance, Inc. a fee of not more than \$  500.00  for risk mitigation services provided during the 12-month period immediately following the execution of this agreement. The following is a brief description of the broker services that may be performed and not described above:

Educational seminars provided by Connell Insurance, Inc., HR services related to employee compensation, discipline, job descriptions, leaves of absence, organizational development, business policies and practices, safety, staffing and recruiting, risk management or loss control services that are not routinely available to all agency clients and that exceed the insurance-related risk evaluation and underwriting of an account, and that are frequently provided on a fee for service basis. Referrals to third-party service providers through which an insured may receive a discounted rate, COBRA administration that goes beyond billing and collecting the insurance premiums for former employees that are to be forwarded to the contract holder or insurer, establishment and administration of employer-sponsored cafeteria plans, flexible spending accounts, and health reimbursement accounts, general tax preparation or accounting services, and legal services. In addition to these services, Connell Insurance, Inc. may also provide additional services directly or through third party providers which may include human resource services, health management services, safety services, access to online services, and employee training services.

This agreement is in furtherance of sections 375.116 and 375.936, RSMo and Missouri Department of Insurance, Financial Institutions, and Professional Registration Regulation 20 CSR 700-1.100. The use of these services is not a warranty or guaranty of insured's compliance with any federal, state, or local regulations.

Taney County  
*Insured's Name*

Mike Scofield                      Mike Scofield                      12.9.19  
*Insured's Representative - Printed Name*                      *Signature*                      *Date*

Timothy A. Connell  
*Producer's - Printed Name*                      *Signature*                      *Date*

**STATE OF MO NASPO VALUEPOINT COOPERATIVE CONTRACT ("CONTRACT")  
- FIRE TESTING - JOHNSON CONTROLS/SIMPLEX GRINNELL ("SIMPLEX GRINNELL")**

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

Commissioner Williams moved to approve the Agreement by and between Taney County and Simplex Grinnell and also allow Presiding Commissioner Scofield to sign the attached letter to send to Johnson Controls Fire Protection. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**LIABILITY WAIVER AND RELEASE - CHRISTMAS PALOOZA & PARADE  
FORSYTH CHAMBER OF COMMERCE #19-132CM**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Liability Waiver and Release Assumption of Risk and Indemnity Agreement by and between Taney County and Forsyth Chamber of Commerce for the Christmas Palooza & Christmas Parade Activities. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**LIABILITY WAIVER AND RELEASE,**  
**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
**(Event Sponsor)**

In consideration of being permitted to offer, conduct, organize or sponsor Christmas Palooza and Christmas Parade activities or events, on real property owned by Taney County, Missouri ("County") located 132 David Street, Forsyth, Missouri, or 266 Main Street, Forsyth, Missouri, which are conducted, organized or sponsored by Forsyth Chamber of Commerce, and its officers, managers, employees, volunteers, or agents, and being permitted to enter onto or participate for any purpose upon the property for which Christmas Palooza and Christmas Parade activities or events are offered, conducted, organized or sponsored by Forsyth Chamber of Commerce ("Chamber"), Chamber agrees as follows:

1. Chamber acknowledges, agrees, and represents that it has or will immediately upon entering the Premises and continuously thereafter, inspect the Premises, and further agrees and warrants that if at any time Chamber and its officers, managers, employees, volunteers, agents or participants are in or about the Premises and feel or observe anything to be unsafe, Chamber will immediately advise County of such and if necessary, will immediately require all officers, managers, employees, volunteers, agents, participants, observers, attendees, and all others to immediately leave the Premises.
2. Chamber and its officers, managers, employees, volunteers, agents and participants release, waive, discharge and covenant not to sue the County, or its officers, officials, employees, volunteers, or agents (collectively, the "Released Parties"), as an owner or lessor of the Premises at which any Christmas Palooza and Christmas Parade activity or event is held, from all liability to Chamber, and its personal representatives, assigns, heirs, and next of kin, for any and all loss or damages, and any claim or demands on account of injury to person or property or resulting in death or injury to the Chamber arising out of or related to the Premises, and any and all Christmas Palooza and Christmas Parade activities or events, whether caused by the negligence of the County, or not.
3. Chamber agrees to indemnify and save and hold harmless the County, and its officers, officials, employees, volunteers, or agents from any loss, liability, damage or cost that may be incurred arising out of or related to the Premises, and any Christmas Palooza and Christmas Parade activities or events, whether caused by the County, or not.
4. Chamber assumes full responsibility for any risk of bodily injury, death or property damage, including, but not limited to any person(s) on the Premises, arising out of or related to the Premises, and any Christmas Palooza and Christmas Parade activities, events, or clinics, whether caused by the negligence of the County, or not.
5. Chamber agrees that this Liability Waiver and Release, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the County, and is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion is held invalid, it is agreed that the remaining part of the Agreement shall continue in full legal force and effect.
6. Chamber agrees to be responsible for the safety of its officers, managers, employees, volunteers, agents and participants in any Christmas Palooza and Christmas Parade activities or events. Chamber agrees that if at any point prior to, during, or after Christmas Palooza and Christmas Parade

**AGREEMENT FOR INMATE TRANSPORT SERVICES – SECURITY TRANSPORT SERVICES, INC #19-144S**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Inmate Transportation Services by and between Taney County and Security Transport Services of Topeka, Kansas. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT**

for

**INMATE TRANSPORTATION SERVICES (Coop.)**

THIS AGREEMENT dated the 9<sup>th</sup> day of December 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Security Transport Services, Inc. of Topeka, Ks. 66609 (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 Inmate Transportation Services ("Services"), for the Taney County Sheriff's Department, through Greene County Missouri Contract #18-0992/Greene County Bid #18-10662, shall include Contractor response to RFP No. 18-10662 including all attached documents, the Agreement for Contract Services, dated July 10, 2018, including all attached documents. Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. All references to Greene County in the Contract Documents shall be deleted and replaced with reference to Taney County, unless the context clearly provides otherwise under the circumstances. The terms and conditions set forth in the Contract Documents are incorporated herein by reference, however, 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 Inmate Transportation Services ("Services") as described in the Contract Documents as needed and ordered by the County and County agrees to pay the following contract price for the Services: \$1.16 per mile or \$325.00 minimum cost per trip. Contractor shall act as the primary supplier for Inmate Transportation Services for the County. Said services will be performed on an "as needed / when needed" basis with scheduling being completed via mutual agreement with the Taney County Sheriff's Department. If certain unusual circumstances occur specific to Vendor availability, the County may consider all other options. All charges, costs, and services provided by this Agreement are pursuant to § 70.220, RSMo.

**3. Contract Duration.** The initial term of this Agreement shall commence on the date it is fully executed and shall terminate on August 1, 2020, however, this Agreement shall automatically renew for two (2) additional two (2) year terms for the periods from August 1, 2020 to August 1, 2022 ("First Renewal Term") and from August 1, 2022 to August 1, 2024 ("Second Renewal Term"), unless County provides thirty (30) days' advance written notice to Contractor prior to the date of termination of the Initial Term or either Renewal Term, and subject to the termination provisions set forth in paragraph 7.

**4. Billing and Payment.** All billing must be invoiced with specific department information. 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. However, this Agreement does not confer exclusivity upon Contractor.

**COURT ORDERS**

Chuck Pennel, Assessor, and Wesley Shoemaker, Chief Deputy Clerk, were present.

Commissioner Williams moved to approve Exhibit "A" (#205870, #205871 and #205873) dated December 9, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**EXHIBIT "A"**

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Table
205870	2019	0000-00-00	2019-12-02	17-1-0-12-000-000-005.001	HARDING RICHARD & GLORIA & JIMMY & CHALET	ERRONEOUS ASSESSMENT	0	-1520	0	0	0	0				
205871	2019	0000-00-00	2019-12-02	17-4-0-17-003-002-001.003B	COMMUNITY COLLEGE DISTRICT OF CENTRAL SOUTH WEST MISSOURI	ERRONEOUS ASSESSMENT	0	0	0	0	0	0	-17360			
205873	2019	0000-00-00	2019-12-03	05-3-0-08-000-000-005.001B	CBS OUTDOOR	ERRONEOUS ASSESSMENT	0	0	0	0	0	0	-10680			

Commissioner Williams moved to approve Exhibit "B" (#205872) dated December 9, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**EXHIBIT “B”**

RE PAID ABATEMENTS																
Exhibit: <u>B</u>		Date: <u>9 Dec 2019</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Table
205872	2019	0000-00-00	2019-12-02	17-1.0-12-000-000-001.020	CENOBIO EMANUEL & MISTY	ERRONEOUS ASSESSMENT	4750	-12680	0	0	0	0		<input checked="" type="checkbox"/>		

Commissioner Williams moved to approve Exhibit “C” (#300313 and #300315) dated December 9, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**EXHIBIT “C”**

PP PAID ABATEMENTS														
Exhibit: <u>C</u>		Date: <u>9 Dec 2019</u>												
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Table			
300313	2018	PENDING	2019-12-03	1-68596-900	HIGGINS VALARIE K & JO	2008 ESCAPE DID NOT AUTO DEPRECIATE	500	-2230						
300315	2018	PENDING	2019-12-04	1-49308-900	DEAL EVA	FILED IN ERROR,TRADED THE 2013 CHRYSLER IN ON THE	16150	-4090						

**PERSONAL PROPERTY ADD-ON REPORT – OCTOBER AND NOVEMBER 2019**

Wesley Shoemaker, Chief Deputy Clerk, was present.

Commissioner Williams moved to approve the Personal Property Add-On Report for October and November 2019 as presented by the County Clerk’s Office. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**ADDENDUM – AGREEMENT FOR WHEEL LOADER – FABICK CATERPILLAR #19-128RB**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Addendum Agreement for the Wheel Loader by and between Taney County and Fabick Caterpillar. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



**ADDENDUM TO  
AGREEMENT FOR WHEEL LOADER**

This Addendum, entered into on the 9<sup>th</sup> day of December, 2019 (“Effective Date”), is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter “County”) and Fabick Caterpillar of Springfield, Mo. 65803 (hereinafter “Contractor”).

WHEREAS, County and Contractor entered into an Agreement for Wheel Loader, dated June 24, 2019 (“Agreement”); and

WHEREAS, County and Contractor desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree to amend the Agreement as follows:

1. Paragraph 1 of the Agreement shall be modified by deleting and removing the portion of the Contract Documents constituting the Sales Agreement, which shall be replaced with the attached Sales Agreement, as Exhibit A-1.

2. Paragraph 2 of the Agreement shall be modified by deleting paragraph 2 and replacing said paragraph with the following:

2. Contract Price. Equipment provided under this Agreement shall not exceed the price as quoted by the aforementioned Sourcewell contract of: \$245,500.00, pursuant to the Sales Agreement attached hereto as Exhibit A-1, and which shall be included and made a part of the Contract Documents. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options. All charges, costs, and services performed are covered pursuant to § 70.220, RSMo. for cooperative purchasing.

3. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF the parties through their duly authorized representatives hereby execute this Addendum.

**FILL DIRT AGREEMENT – KANAKUK CAMP (GREG SNYDER)**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Kanakuk Camp represented by Greg Snyder. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**FILL DIRT AGREEMENT**

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

12-4-19  
Date:

**BID RECOMMENDATION – ANNUAL ENGINEERING SERVICES #201911-435**

Ron Erickson, Purchasing Director, and Devin Huff, Road & Bridge Administrator, were present.

Commissioner Williams moved to Award RFQ #201911-435 for Annual Engineering Services to HDR Engineering, Great River Engineering and MECO Engineering known as MECO. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**ROAD PETITIONS**

Devin Huff, Road & Bridge Administrator, Denzil Brown, Assistant Road & Bridge Administrator, and Kathy Roberts, Road & Bridge Office Manager, were present.

**KINGS WAY & MAJESTIC CIRCLE**

Commissioner Williams moved to deny Kings Way and Majestic Circle. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**SALEM ROAD LOOP, WALNUT WAY ROAD, TWISTING TRAIL LANE, LINDA LANE AND SEATON ROAD**

Commissioner Williams moved to table Salem Road Loop, Walnut Way Road, Twisting Trail Lane, Linda Lane and Seaton Road to an undefined date. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**TIMBERIDGE CIRCLE**

Commissioner Williams moved to table Timberidge Circle to an undefined time. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**TIMBERWOLF ROAD AND GRAY WOLF ROAD**

Commissioner Williams moved to table Timberwolf Road and Gray Wolf. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**WOLF TRAIL DRIVE**

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

**SPRING MEADOW PARKWAY, WINDRIDGE ROAD AND WHISPERING MEADOWS PARKWAY**

Commissioner Wyatt moved to accept Spring Meadow Parkway, Windridge Road and Whispering Meadows Parkway. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**BIRCHWOOD CIRCLE #1, BIRCHWOOD CIRCLE #2, WOODLAND DRIVE EAST, WOODLAND DRIVE NORTH, MAPLE LEAF DRIVE, WOODLAND DRIVE WEST AND FOREST LANE**

Commissioner Williams moved to bring into the County Road System - Birchwood Circle 1, Woodlands Drive East, Woodland Drive North, Maple Leaf Drive, and Forest Lane contingent upon the Woodlands POA contacting a surveyor to amend the plat on Woodland Drive South from Cottonwood Trail turnaround from a private road to a public road; request turnaround at the end of Woodland Drive South; request survey of Birchwood Circle turnaround area; Woodlands POA will donate land for turnaround as needed; Woodlands POA will contact owners of property adjacent to the turnaround, to also donate land to County as needed for the turnaround and will have it surveyed and replatted; Woodlands POA will get permission from property owners to donate land to County to provide space for turnarounds. The townhouse neighborhood will pay any expenses incurred. The Woodlands POA and the townhouse neighborhood will pay for the surveying costs. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**WOODLAND DRIVE WEST AND BIRCHWOOD CIRCLE #2**

Commissioner Williams moved to deny Woodland Drive West and Birchwood Circle #2. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**KIRTLEY ROAD**

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

**OLD WELL ROAD, STAGECOACH ROAD AND WAGON WHEEL COURT**

Commissioner Williams moved to table Old Well Road, Stagecoach Road and Wagon Wheel Court. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**COVE VIEW DRIVE, CRESENT CIRCLE, CRESENT DRIVE, EAGLE CREST CIRCLE, EAGLE CREST, EMERALD POINT DRIVE, FLAT ROCK ROAD, LONG BAY CIRCLE, SAMARAS WAY, SPLIT ROCK CIRCLE, AND SPLIT ROCK ROAD**

Commissioner Williams moved to table roads within Emerald Pointe. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**RECESS: 11:16 A.M.**

**RECONVENE: 1:51 P.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 Assistant Administrator, Denzil Brown, Road & Bridge Assistant Administrator, David Clark, Auditor, Jack Cole, Road & Bridge Supervisor, Brian Jennings, Road & Bridge Supervisor, Jeff Greenwood, Road & Bridge Supervisor, Jason Sivils, Great River Engineering, and Stephanie Spencer, Deputy Clerk.

Discussion ensued on various County Road projects.

Devin Huff, Denzil Brown, Jack Cole, Brian Jennings, Jeff Greenwood, and Jason Sivils left the meeting at 12:07 a.m.

**RECESS: 12:11 P.M.**

**RECONVENE: 1:51 P.M.**

**BUDGET DISCUSSIONS**

*(Taney County Commission Conference Room)*

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

Also present: David Clark, Auditor, Joanna Jasper, Auditing Specialist, Marc Rys, IS Administrator, and Donna Neeley, County Clerk.

Budget discussion ensued.

Tammy Hagler, 911 Administrator, entered the meeting at 2:20 p.m.

Joanna Jasper left the meeting at 2:30 p.m.

Joanna Jasper entered the meeting at 2:32 p.m.

Marc Rys left the meeting at 2:55 p.m.

Tammy Hagler left the meeting at 3:44 p.m.

Joanna Jasper left the meeting at 3:45 p.m.

**DAILY STAFF REVIEW & AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Shanna Tilley, Administrative Assistant, and Donna Neeley, County Clerk and David Clark, Auditor.

The Commission met with their staff to review the day's business and go over 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: 3:56 P.M.**

*The Minutes were taken by Donna Neeley, County Clerk and Stephanie Spencer, Deputy Clerk, and typed by Stephanie Spencer, Deputy Clerk.*