

**OFFICIAL  
COMMISSION MINUTES  
MARCH 2, 2020 – 13<sup>th</sup> DAY OF  
THE JANUARY 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 #458177 through Checks #458240 and no Warrants and three Transfers. 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 February 24<sup>th</sup> and February 25<sup>th</sup>, 2020. 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 from February 24<sup>th</sup> and February 25<sup>th</sup>, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**APPROVAL OF PAYROLL**

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

**PERSONNEL POLICY REVISIONS**

Commissioner Williams moved to approve and enter into the Personnel Policy Manual, the Revision of Polices Amendment #2020-03-02 as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**ADDENDUM – INTERGOVERNMENTAL COOPERATIVE AGREEMENT – CITY OF HOLLISTER #18-005CM**

Commissioner Williams moved to approve Addendum to the Intergovernmental Cooperative Agreement by and between Taney County and the City of Hollister. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

THIS AGREEMENT made and entered into on this <sup>2<sup>nd</sup></sup> day of March, 2020, by and between Taney County, Missouri (“County”), a county of the first classification, and the City of Hollister, Missouri (“City”), a city of the fourth classification.

WHEREAS, the parties executed an Intergovernmental Cooperative Agreement dated February 1, 2018 relating to City’s utilization and occupancy of Hangar No.1 at Graham-Clark Airport (the “Agreement”); and

WHEREAS, the parties desire to extend the term of the Agreement on the term and conditions set forth herein.

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

1. Term. The parties agree that paragraph 1 of the Agreement shall be deleted and replaced with the following paragraph:

“1. Term. The parties agree that the term of the Agreement shall be extended for an additional period of one year from March 2, 2020 to March 1, 2021. Thereafter, the term of this Addendum and the original Agreement may be extended by the mutual agreement of the parties.

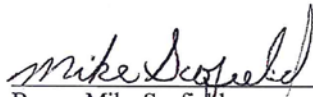
2. Further Agreement. The parties agree that other than specifically set forth in paragraph 1, the terms and conditions of the Agreement shall not be altered or amended by execution of this Addendum and the obligations and rights of the parties shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed the day and year first set forth above.

THE CITY OF HOLLISTER

TANEY COUNTY, MISSOURI

\_\_\_\_\_  
By: David G. Tate  
Its: Mayor

  
\_\_\_\_\_  
By: Mike Scofield  
Its: Presiding Commissioner

ATTEST:

ATTEST:

\_\_\_\_\_  
By: Bridget Epps  
Its: City Clerk

  
\_\_\_\_\_  
By: Donna Neeley  
Its: County Clerk

**AUDIO INTERFACE TERMS & CONDITIONS – JOHNSON CONTROLS FIRE PROTECTION (LP) (“JOHNSON CONTROLS”) #20-017S**

Jimmie Russell, Sheriff, and Scott Terpening, Building & Grounds, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Contract by and between Taney County and Johnson Controls for Audio Interface. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

<b>TO</b>	<b>FROM</b>
Company Name: <u>Johnson Controls Fire Protection</u>	Company Name: <u>MO Vets Home, St. James</u>
Contact: <u>Danny Salsman</u>	Contact: <u>Jeffrey Cook</u>
Phone#: <u>(417) 860-1503</u>	Phone #: <u>(573) 265-3271</u>
Email Address: <u>Daniel.salsman@jci.com</u>	Email Address: <u>Jeffrey.cook@mvc.dps.mo.gov</u>

**#3407 NASPO ValuePoint General Service Quote – Time and Material Only**

<b>SCOPE OF WORK:</b>	
<input type="checkbox"/> 5 year IOI	
<b>TIME &amp; MATERIALS:</b> Estimated labor hours 19 @ rate of \$113.00 per hour <i>(Labor to be performed during normal business hours only, unless otherwise specified)</i>	\$2147.00
Estimated Parts/Materials: <b>Cost Plus as follows:</b>	\$103.00
<b>Sprinkler: Cost + 25%</b>	
<b>All other Parts: Cost + 30%</b>	
Subcontractor (If required)	Click here to enter text.
Permits / Fees	Click here to enter text.
Additional testing (i.e.: Certification test by AHJ)	
Total estimated price for labor & materials for above scope <i>(Billing will depict actual labor, materials used, and tax)</i>	\$2250.00
Summary reason for repair:	
<input type="checkbox"/> New equipment	

**PLEASE NOTE:** The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources. Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified NASPO ValuePoint contract and authorize the completion of the above-mentioned work to be performed. I am fully authorized to approve this quote and to approve payment.

**APPROVED BY**

Mike Scofield 03/02/2020 Mike Scofield  
Signature / Date Print Name

**PO#**

(NOTE: NASPO ValuePoint Contract # must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work completed. I am fully authorized to make this decision on behalf of the above referenced ordering activity.

**DECLINED BY**

\_\_\_\_\_  
Signature / Date Print Name

**NASPO VALUE POINT DEFICIENCY QUOTE – JOHNSON CONTROLS #20-012M**

Scott Terpening, Building & Grounds, was present.

Commissioner Williams moved to approve the Contract by and between Johnson Controls and Taney County for the NASPO Value Deficiency. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



2757 S AUSTIN AVE  
 SPRINGFIELD, MO 65807-0000  
 (417) 883 8985  
 FAX: (417) 883 9950

**Johnson Controls Quotation**

TO:  
 Taney County Justice Center  
 266 Main Street  
 FORSYTH, MO 65653-0000

Project: Taney County Audio Interface  
 Customer Reference: Taney County Audio Interface  
 Johnson Controls Reference: 333415739  
 Date: 02/18/2020  
 Page 1 of 4

Items cited on this quote are products and installation services on Johnson Controls Missouri NASPO ValuePoint Contract # CC180753002. Please reference the Terms and Conditions within the Master Agreement # 3407 and applicable State Participating Addendum where services are being rendered as those prevail.

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	<b>Taney County Audio Interface</b>	
1	DPIM	ADI QUOTE FOR INTERFACE
	TECH LAB	TECHNICAL LABOR
	Professional Services - Taney County Audio Interface	
	PM LAB	PROJECT/CONSTRUCTION MGMT
<b>Total net selling price, FOB shipping point, \$1,618.29</b>		

**NASPO VALUE POINT CONTRACT – JOHNSON CONTROLS #20-015M**

Scott Terpening, Building & Grounds, was present.

Commissioner Williams moved to approve the Contract by and between Johnson Controls and Taney County under the NASPO Value Point Contract for Contract #3407. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



**State of Missouri #CC180753002 NASPO ValuePoint Deficiency Quote– T&M Only**

SCOPE OF WORK: (Hydro testing of ANSUL R 102 kitchen system)	
Time and Materials: Estimated labor hours 3 @ rate of 130.00 per hour (Labor to be performed during normal business hours only, unless otherwise specified)	390.00
Parts/Materials: For all Parts the following Markup over cost applies: Sprinkler 25% All other parts: 30% Subcontractor (if required)	1254.50
Permits / Fees	
Additional testing (i.e.: Certification test by AHJ)	
Total estimated price for labor & materials for above scope (Billing will depict actual labor, materials used, and tax)	\$1644.50
Summary reason for repair: (System is 12 years old this is required per ANSUL and NFPA codes)	

PLEASE NOTE: The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources. Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified State of MO, NASPO ValuePoint contract and authorize the completion of the above-mentioned work to be performed by Johnson Controls Fire Protection. I am fully authorized to approve this quote and to approve payment.

APPROVED BY  
  
 Signature / Date: 03/02/2020 Print Name: Mike Scofield

PO# 2020010386  
(NOTE: State of MO or NASPO ValuePoint Contract # must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work performed by SimplexGrinnell. I am fully authorized to make this decision on behalf of the above referenced ordering activity.

DECLINED BY  
 Signature / Date: \_\_\_\_\_ Print Name: \_\_\_\_\_

**EASEMENT RIGHT-OF-WAY – PLANTATION ROAD #20-013RB**

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

Commissioner Williams moved to approve the Easement Right-of-Way by and between the Department of Army also known as the Corp of Engineers and Taney County with one change of the state listed of Arkansas to Missouri. Commissioner Williams amended his motion to include the road name as Plantation Road. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**FILL DIRT AGREEMENT – RYAN & TINA PERSINGER**

Devin Huff, Road & Bridge Administrator was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Tina Persinger. 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 Tina Persinger (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

2-25-2020  
Date:

**AGREEMENT FOR TRANSFER – TIPPING TRAILERS #20-013RB**

Devin Huff, Road & Bridge Administrator was present.

Commissioner Williams moved to approve the Agreement for Tipping Trailers by and between Taney County and East Manufacturing Corporation. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT  
for  
TRANSFER / TIPPING TRAILER (2 or more)

THIS AGREEMENT dated the 2<sup>nd</sup> day of March 2020s made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and East Manufacturing Corporation of Randolph, Ohio ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of 2 or more transfer/tipping trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202001-438 and any applicable addenda. All such documents shall constitute the "Contract Documents, which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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 bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$54,100.00 per trailer. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, 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 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 bid number 202001-438 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.

**ROAD & BRIDGE SPRING CLEAN UP DISCUSSION**

Devin Huff, Road & Bridge Administrator was present.

Discussion ensued.

**RECESS: 9:30 A.M.**

**RECONVENE: 10:01 A.M.**

**ROAD & BRIDGE ROUND TABLE DISCUSSION**

*(Taney County Commission Conference Room)*

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

Also present: David Clark, Auditor, Devin Huff, Road and Bridge Administrator, Jimmie Russell, Sheriff, Ryan Tate, Fabick Cat, and Kim Lovelace, Deputy Clerk.

Discussion Ensued.

Jimmie Russell left the meeting at 10:20 a.m.

Devin Huff and Ryan Tate left the meeting at 10:40 a.m.

**RECESS: 10:40 A.M.**

**RECONVENE: 10:45 A.M.**

**EXECUTIVE SESSION: 10:45 A.M.**

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

*(Taney County Commission Conference Room)*

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

Also present: Shanna Tilley, Administrative Assistant, and Nikki Lawrence, Purchasing & Legal Liaison.

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

**END OF EXECUTIVE SESSION: 11:14 A.M.**

**RECONVENE: 11:17 A.M.**

**DAILY STAFF REVIEW AND 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.

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**

**11:19 A.M.**

*The minutes were taken by Mike Scofield, Presiding Commissioner, Donna Neeley, County Clerk, Stephanie Spencer, Deputy Clerk, and Kim Lovelace, Deputy Clerk, and typed by Stephanie Spencer, Deputy Clerk.*