

**OFFICIAL
COMMISSION MINUTES
MAY 26TH 2020 – 13TH 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 9:05 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #459142 through Checks #459230, no Warrants and two Journal Entries or Transfers. Commissioner Williams seconded the motion with discussion. 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 May 18th, 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 May 20th, 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 May 18th, 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 with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

DISCUSSION OF OLD/DAMAGED PROPERTY

David Clark, Auditor, and Scott Terpening, Building & Grounds, were present.

Discussion ensued.

FILL DIRT AGREEMENT – BAR B RV PARK

Devin Huff, Road & Bridge Administrator, was present.

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

Dirt/gravel

*unlimited
All dirt/gravel*

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with **Bar B RV Park** (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

5-20-2020
Date:

BOARD APPOINTMENT – DEVELOPMENTAL CONNECTIONS/SB-40 BOARD

Commissioner Williams moved to reappoint Cheri Coffelt to the Developmental Connections /SB-40 Board commencing on January 1, 2020 and ending on December 31, 2022.

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

Commissioner Williams moved to reappoint Darin Dodrill to the Developmental Connections /SB-40 Board commencing on January 1, 2020 and ending on December 31, 2022.

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

Commissioner Williams moved to make a clarification to a motion and enter into the record the appointment for Brenda White to the Developmental Connections /SB-40 Board was from a term of January 1, 2020 to a term ending on December 31, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR BALLISTIC HELMETS #20-056S

Jimmie Russell, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to table the agreement for Ballistic Helmets until next Monday. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR GUARDRAIL #20-055RB

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

Commissioner Williams moved to approve the agreement by and between Taney County and Steve Easton dba Highway Safety Solutions. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-055RB

Agreement
For
Guardrail

THIS AGREEMENT dated the 26th day of May 2020 made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Steve Easton dba Highway Safety Solutions, a sole proprietorship of Springfield, 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 Guardrail ("Product") shall include the Contractor's bid response to County's Request For Bid # 202004-447 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. Product provided under this Agreement shall not exceed the prices as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. (the "Price") subject to a maximum increase of 5% during the term to allow for unexpected steel pricing fluctuations, but only during a period in which the price to Contractor of Product increases, and subject to the discretion and acceptance by the County. This is an absolute maximum Price allowed during the term of this Contract. The Price includes prevailing wage compliance as part of this Agreement per Wage Order #26 specific to Taney County Missouri. Contractor shall act as the primary supplier and shall furnish Guardrail Products / Services / Installation for the County. Said services will be performed, or products purchased and provided on an ongoing, "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur specific to Product, or Services, availability the County may consider all other options.

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 extended beyond the expiration date only by order of the County for three (3) additional one (1) year periods, subject to the pricing clauses and delivery clauses as agreed to, and offered by the Contractor's bid response to continue to perform services and/or supply products "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 expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202004-447 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

RECESS: 9:30 A.M.

RECONVENNE: 10:06 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, Jason Davidson, Project Manager, David Clark, Auditor, Brad Allbritton, Sewer District Administrator, and Stephanie Spencer, Deputy Clerk.

Discussion ensued.

Melissa Duckworth, Emergency Management Administrative Support, entered the meeting at 10:12 a.m.

Discussion continued.

EXECUTIVE SESSION: 10:40 A.M.

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

(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 SESSION: 11:52 A.M.

RECONVENNE: 11:56 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 Stephanie Spencer, Deputy Clerk.

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
12:07 A.M.**

The minutes were taken and typed by Stephanie Spencer, Deputy Clerk.