OFFICIAL COMMISSION MINUTES JUNE 22nd 2020 – 18th 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 9:06 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #459523 through Check #459585, Warrant #7423 and three Journal Entries or 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 for June 15th, 2020 with corrections. 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 June 15th, 2020. 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).

FILL DIRT AGREEMENT – TERRY W. QUEEN

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Fill Dirt Agreement with Terry W. Queen and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

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

FILL DIRT AGREEMENT - COLIN FRANK

Devin Huff, Road & Bridge Administrator, was present.

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

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	
	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 County Highway Administrator Devin Huff County Highway Administrator Date:	

GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY-THOMAS L. HUFFMAN

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Perpetual Easement for Public Road Right-Of-Way by and between Taney County and Thomas L. Huffman Trustee of the Thomas L. Huffman Revocable Trust dated June 30, 1995. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY

grants and conveys 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, does hereby grant, bargain, sell. transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a perpetual easement and right-of-way to locate, construct, maintain, remove, operate, replace and repair and improve the public roads now known as Round Mountain Road and Goodnight Hollow Road for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to the installation of curbs and gutters, over, upon, under and through the described tract of land laying and being situated in the County of Taney and Sate of Missouri, and which is legally described as set forth in Attachment "A" to this easement document, and is incorporated herein by reference as though fully set out.

To have and to hold the premises aforesaid for the aforesaid use with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its representatives and assigns forever; the said GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTOR or those under whom GRANTOR claims and that GRANTOR will warrant and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTO day of May, 20	R has caused these presents to be executed this _26 th
x Thomas L. Hall Mas	х
Thomas I. Huffman Truste	

TEMPORARY CONSTRUCTION EASEMENT – THOMAS L. HUFFMAN

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Temporary Construction Easement by and between Taney County and Thomas L. Huffman Trustee of the Thomas L. Huffman Revocable Trust dated June 30, 1995. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE, made this 26-bay of Move 20 20 by and between Thomas L. Huffman, Trustee of the Thomas L. Huffman Revocable Trust Dated June 30, 1995, of the County of Taney, State of Missouri ("Grantor") and Taney County, Missouri, c/o Taney County Commission, a body politic and corporate ("Grantee"). The mailing address of Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Taney, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public road and bridge improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (5) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

PERSONAL PROPERTY ABATEMENTS/ADD-ON REPORTS FOR APRIL AND MAY 2020

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to approve the Personal Property Abatements/Add-On Report for April 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Personal Property Abatements/Add-On Report for May 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR SNEEZE GUARDS #20-067C

Presiding Commissioner Scofield referenced a letter from their attorney.

ARCTIC FOOD EQUIPMENT, LLC

Commissioner Williams moved to approve the Agreement by and between Taney County and Artic Food Equipment, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-067C

Agreement for Sneeze Guards

THIS AGREEMENT dated the 27 day of _____ 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Arctic Food Equipment, LLC of Springfield, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration and obligations of the parties contained herein, the parties agree as follows:

- 1. Contract Documents. The contract documents to this Agreement to purchase Sneeze Guards shall include the Contractor's bid response to County's Request For Bid # 202005-449 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. The County agrees to purchase up to one hundred (100) or more Sneeze Guards ("Equipment") from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement and the Contract Documents. The Purchase Price shall not exceed \$12,643.00 (for 100 units of Equipment purchased) or \$126.43 per unit for the Equipment. The purchase of Equipment pursuant to this Agreement shall be on an "as needed" basis as requested by the County and shall not obligate the County to purchase any specific quantity of Equipment. 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 at the later of either December 30, 2020, or 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 bid response.
- 4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202005-449 for tracking. 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.
- <u>5. Binding Effect.</u> 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.

ELECTION SYSTEMS & SOFTWARE, LLC

Commissioner Williams moved to approve the Agreement by and between Election Systems & Software, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-067C

Agreement for Sneeze Guards

THIS AGREEMENT dated the 22nd day of 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Election Systems & Software, LLC of Omaha, Nebraska (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration and obligations of the parties contained herein, the parties agree as follows:

- 1. Contract Documents. The contract documents to this Agreement to purchase Sneeze Guards and related equipment ("Equipment") shall include the Contractor's bid response to County's Request For Bid # 202005-449 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. The County agrees to purchase up to one hundred (100) or more Sneeze Guards and related equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement and the Contract Documents. The Purchase Price shall not exceed \$12,875 (for 100 units of Sneeze Guards), plus up to \$500 for up to fifty (50) boxes for Sneeze Guards, with a per unit price of \$10.00 per unit. The purchase of Equipment pursuant to this Agreement shall be on an "as needed" basis as requested by the County and shall not obligate the County to purchase any specific quantity of Equipment. 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 at the later of either December 30, 2020, or 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 bid response.
- 4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202005-449 for tracking. 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.
- <u>5. Binding Effect.</u> 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

INCLUSION SOLUTIONS, LLC

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

No. 20-067C

Agreement for Sneeze Guards

THIS AGREEMENT dated the 22nd ay of _______ 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Inclusion Solutions, LLC of Evanston, Illinois (hereinafter "Contractor").

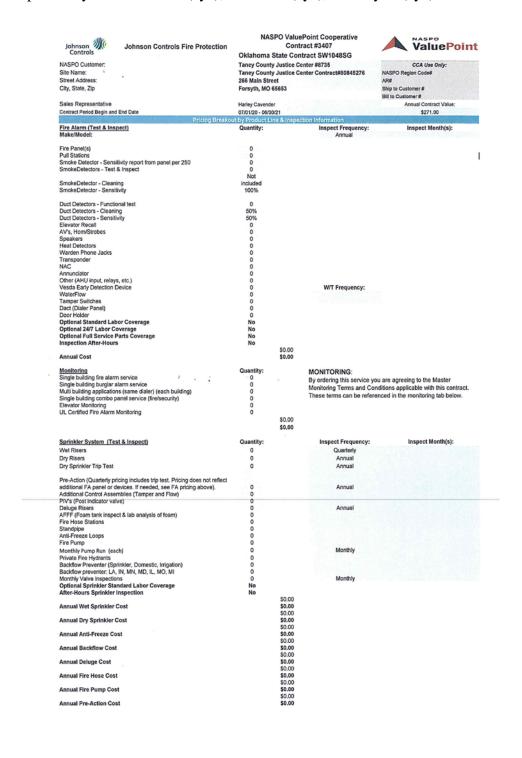
NOW, THEREFORE IN CONSIDERATION of the mutual consideration and obligations of the parties contained herein, the parties agree as follows:

- 1. Contract Documents. The contract documents to this Agreement to purchase Sneeze Guards ("Equipment") shall include the Contractor's bid response to County's Request For Bid # 202005-449 and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. The County agrees to purchase up to one hundred (100) or more Sneeze Guards from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement and the Contract Documents. The Purchase Price shall not exceed \$8,800.00 (for 100 units of Sneeze Guards) or \$88 per unit for the Equipment. The purchase of Equipment pursuant to this Agreement shall be on an "as needed" basis as requested by the County and shall not obligate the County to purchase any specific quantity of Equipment. 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 at the later of either December 30, 2020, or 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 bid response.
- 4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202005-449 for tracking. 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.
- <u>5. Binding Effect.</u> 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.

NASPO VALUEPOINT CONTRACT #3407 – JAIL KITCHEN HOOD & FIRE EXTINGUISHERS

Scott Terpening, Building and Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Agreement by Johnson Controls and Taney County for Jail Kitchen Hood and Fire Extinguishers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



RECESS: 9:17 A.M.

RECONVENE: 9:30 A.M.

INSURANCE UPDATE WITH OLLIS/AKERS/ARNEY INSURANCE & BUSINESS ADVISORS – JOHN AKERS.

John Akers, Ollis/Akers/Arney CIC Vice President of Benefits, was present with updates on County Insurance and Health Plans.

Discussion ensued.

RECESS: 9:44 A.M.

RECONVENE: 10:33 A.M.

EXECUTIVE SESSION: 10:33 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 SESSION: 11:41 A.M.

ADJOURNMENT:

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

ADJOURN 11:43 A.M.

The minutes were taken and typed by Kim Lovelace, Deputy Clerk.