OFFICIAL COMMISSION MINUTES AUGUST 3RD 2020 – 6TH DAY OF THE JULY 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 #459988 through Check #460050, one Warrant #7445, and no Journal Entries and Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MINUTES

Commissioner Williams moved to approve the Regular Session Minutes for July 27, 2020 with corrections. Commissioner Wyatt seconded the motion. The motion passed by Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

FILL DIRT AGREEMENT – JAY PEPPER

Devin Huff, Road and Bridge Administrator, was present.

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

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FILL DIRT AGREEMENT – MIKE BRITTAIN

Devin Huff, Road and Bridge Administrator was present.

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

FILL DIRT AGREEMENT COMES NOW the Tancy County Commission on behalf of Tancy County, Missouri, Cherchandrer Tancy County' and enters into this agreement with <u>Mice Boottage</u> Cherchandrer Tancy County' and enters into this agreement with <u>Mice Boottage</u> WHEREAS. MUNEREAS.	100
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PERPETUAL DRAINAGE EASEMENT – JOSEPH S. NORWINE AND KIMBERLY A. NORWINE

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve the Perpetual Drainage Easement by and between Joseph Norwine and Kimberly Norwine, husband and wife, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

	PERPETUAL DRAINAGE EASEMENT
	INDENTURE, made this <u>28</u> day of <u>70.117</u> , 2020, by and between JOSEPH S. NORWINE IMMERLY A. NORWINE, husband and wife, of the County of Taney, State of Missouri, hereinafter called "Grantor" her singular or plural), and TANEY COUNTY, MISSOURI, <i>c/o</i> Taney County County State, a body politic and rate, hereinafter called "Grantee." The mailing address of the Grantee is P.O. Box 1086, Forsyth, Missouri 65653.
these	ESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable leration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following bed interests in real estate in the County of Taney. State of Missouri, to wit:
	See Attachment "A".
convey	VE AND TO HOLD the same for use as a drainage way for surface water runoff, and for constructing and maintaining rainage ways, channels, and bank stabilization structures together with all apourtenances necessary for the proper rance of surface water runoff and for protection of the embankment for Dalton Road, or for such other purposes above set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or vise appertaining, unto the Grantee.
auridue	rantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of water will be constructed in said drainage easement; and that no alteration of grades will be made in said int without the written consent of the Grantee.
warran	antor further covenants it has good right to convey the same; that the said premises are free and clear of any prances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will t and defend the title to said premises unto said Grantee and unto its successors and assigns forever against the laims and demands of all persons whomsoever, except the lien of taxes for the current year.
	IESS WHEREOF, the said Grantor has executed the above the day and year first above written.
Grantor	1/
- 900	ephs. Howing Kimberly A. Norierie

PERPETUAL DRAINAGE EASEMENT - ROBERT P. DALTON AND ANITA DALTON Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve the Perpetual Drainage Easement by and between Robert Dalton and Anita Dalton, husband and wife, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

PERPETUAL DRAINAGE EASEMENT See Attachment "A" TO HAVE AND TO HOLD the same for use as a drainage way for surface water runoif, and for constructing such drainage ways, channels, and bank stabilization structures together with all appurtenances necessard conveyance of surface water runoif and for protection of the embankment for Dation Road, or for such hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities there in anywise appertaining, unto the Grantee. nid Grantor hereby covenants that no buildings or other obstructions which would prohibit the passage of surface water If be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the ritten consent of the Grantee. tor further covenants it has good right to convey the same; that the nees done or suffered by the said Granter or those under whom said G and defend the title to said premises unto said Grantee and unto its su ms and demands of all persons whomsoever, except the lien of taxes for the same second the same second aid premises are free and clear of any intor claims; and that said Grantor will cessors and assigns forever against the the current year. IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first Grantor: Roleil Pollo Carla Datter

GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY – MICHAEL H. BRITTAIN AND LINDA G. BRITTAIN

Devin Huff, Road and Bridge Administrator was present.

Commissioner Wyatt moved to approve the Perpetual Agreement between Michael H. Brittain and Linda G. Brittain and Taney County for Public Right of Way. Commissioner Williams 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
ICHAEL H. BRITTAIN and LINDA G. BRITTAIN, husband and wife, of the County of Taney in State of Missouri, hereinafter referred to as "GRANTORN", on this 29 day of روایی , 2025
grant and convey unto
ANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 653, a body politic and corporate, hereinafter referred to as "GRANTELE",
r and in consideration of One Dollar (\$1,00) and other good and valuable consideration received, the ceipt of which is hold by acknowledged, and firs the advantages to be gained from the existence of such such as the second
o have and to hold the premises afforesial for the aforesaid use with all and singular the rights, privileges, spannances and immunities thereto belonging, or in anywise appertaining, unto the GRANTIEL its provide the said GRANTORS have belonging or in anywes appertaining, unto the GRANTIEL is for the previous the said GRANTORS have been spannanting that GRANTORS have good right to convey the family that GRANTORS have good right to convey the family that GRANTORS have good right to convey the family that GRANTORS have good right to convey the family that the said premises are free and clear of any ensumbrances done or suffered by GRANTORS have been obtained on the said of the GRANTORS will warrant und defined the tifte to one of the said domain of that GRANTORS will warrant and defined the tifte to be one of all persons filteneous of all persons from over.
N WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed this day of, 20,202
Autor × Sunda Bala
Linda G. Brittain
Michael H. Brittain

GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY – DONNA JEAN GRIGG, RHONDA GRIGG, AKA RHONDA SMOOT AND GREGG SMOOT Devin Huff, Road and Bridge Administrator was present.

Commissioner Wyatt moved to approve the Perpetual Agreement between Donna Jean Grigg, and Rhonda Grigg, also known as Rhonda Smoot and Gregg Smoot and Taney County. Commissioner Williams 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 DONNA JEAN GRIGG, a single person, RHONDA GRIGG, a/k/a RHONDA SMOOT, a married person, and GREG SMOOT, a married person, as Joint Tenanty with Right of Survivorship, or hus County of Taney in the Sinte of Missouri, hereinafter referred to as "GRANTORS", on this 2.7 day of \overline{SurV} , 2020 TANEY COUNTY, MISSOURI, c/o Tancy County Commission, P.O. Box 1086, Porsyth, Mis body politic and corporate, hereinafter referred to as "GRANTEE", for and in consideration of One Dollar (\$1.00) and other good and valuable consideration receives receipt of which is hereby acknowledged, and for the advantages to be gained from the existence road improvements, do hereby grait, bargain, sell, transfer, and confirm unto GRANTIES, its suc-heirs and assigns, a perpetual casement and right-of-way to locate, construct, maintain, remove, o replace and repair and improve the public road now known as Old Cheese Plant Road for the pass of the second provident and the second new known as Old Cheese Plant Road for the pass of our public second public road new known as Old Cheese Plant Road and heing all of curbar and public road new known as Old Cheese Plant Road and heing all of curbar and public road new known as Old Cheese Plant Road and heing all of curbar and public road and do the in of curbar and public road models in clearing the rest of hand laying and heing all the Country of Taney and Sate of Missouri, and which is derived increase though fully set out. This easement document, and is incorporated herein by reference as though fully set and. To have and to had the promises already the adversal task uses with all and singular the rights, privileges, appartenances and immunifies thereto belonging, or is anywise appertaining, and the CRANTIE, in expresentatives and assigns forever, the said CRANTIES hereby covarianting that CRANTIES are lawfully setzed or an indefeasible promises are free and elser of any encombrances done or auffered by CRANTIES and assigns that the said claim and the CRANTIES will ever any encombrances done or auffered by CRANTIES will ever any encombrance is a solution of the the said or and the claim and the CRANTIES and unto the saucessors and assigns forever, against the lawful claims and domains of all persons whenescere. IN WITNESS WILEREOF, the said CRANTIES are avoid these presents to be executed this 27 day of TAAY. Is and CRANTIES and again the field of the said or author of the said or the said the said the said the task the promotion of the said CRANTIES and the said CRANTIES and the said the said

GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT-OF-WAY – JERRY HENNING AND SHERRY HENNING

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve Grant of Perpetual Easement for Public Road Rightof-Way by and between Jerry Henning and Sherry Henning, husband and wife, and Taney County. 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 JERRY HENNING and SHERRY HENNING, husband and wife, of the County of Taney in the Sta Missouri, hereinafter referred to as "GRANTORS", on this 29 day of Jaly _____, 2020 TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, N 65653, a body politic and corporate, hereinafter referred to as "GRANTEE", Goost, it does provide a second secon 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 GRANTIE, its representatives and assigns forever: the said GRANTORS hereby covenning that GRANTORS are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTORS have good right to convey the same; that the said premises are free and clear of any encombrances done or auffered by GRANTORS to those under whem, GRANTORS claim and that GRANTORS will warrant and defend the title to the said premises unto the said whemscover, unto its nuccessors and assigns forever, ngainst the hwile the latins and demands of all premises when some the said premises on the said assigns forever, ngainst the hwile the latins and demands of all premove 1N WITNESS WHEREOF, the said GRANTORS have cau day of JULY, 2020 × Jery Genny & Sherry Harning

PERPETUAL DRAINAGE EASEMENT – JERRY HENNING AND SHERRY HENNING Devin Huff, Road and Bridge Administrator was present

Commissioner Williams moved approve the Perpetual Drainage Easement by and between Taney County and Jerry Henning and Sherry Henning, husband and wife. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



AIRPORT BOARD APPOINTMENT

Commissioner Wyatt made the motion for Phil Loyd to be reappointed to the Airport Board beginning his term August 1, 2020 through July 31, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt made the motion for Steve Young to serve on the Taney County Airport Board term beginning August 1, 2020 and ending on July 31, 2024. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GLASS GURU PROPOSAL – COLLECTOR (#20-082C)

Mona Cope, County Treasurer, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to allow Collector Office to purchase Virus Shield Guards from the Glass Guru of Springfield, Mo as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

	The Glass Guru
	The Glass Guru of Springfield Serving Springfauld & Serrounding Areas (417-200-1231 Mc Max securit Lege Barer, MO 64(-1)
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-	The Glass Guru of Springfield
F	Purchase Proposal
٦	aney County Collector PO Box 278 David Street Forsyth MO 65653
n	nona.cope@taneycountymo.gov
0	bljective: The attached estimate is furnished from The Glass Guru of pringfield, to seil (3) Glass Virus Shield Protectors. 2- 28° : 60 x12° with 2 $\beta \sin d$ (10° m ² · 0° · 10° is the Takay County Collectors Office to further effective demoloyees and the public from germs due to the outbreak of the oronavirus.
	ate 7-27-20
(1	Please note this proposal is valid 🕬 3 weeks.)
Ite	
Q	rus Shield Guards iantity
	2) 28" × 60 x12" (vith s 2" ap a c" 1) 28" × 40 · 12" vith s 2" gap
An	084.00
OH	

NOTICE OF RENEWAL FOR VOTER REGISTRATION PRINTING + MAILING SERVICES (#20-078C)

Commissioner Williams moved to approve Notice of Renewal for Voter Registration Printing and Mailing Services by and between Edward J.Rice Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

		No. 20-078C
	NOTICE OF REN	EWAL
To: Edward J. Rice 1398, Springfield, N		Authorized Representative, P.O. Box
Rice Company, Inc.	, for voter registration printing and f (1) one year, which will expire on	reby renews its agreement with Edward J. d mailing services, commencing August 7, a August 6, 2021. A copy of this agreement
Mike Scofield, Pres	iding Commissioner	Date: 08/03 /2020
above Notice of Ren	newal was executed by Taney Coun	County Commission hereby attest that the ty Presiding Commissioner, Mike Scofield, v Commission approving the above Notice
By: <u>Donna Neeley</u> ,	County Clerk	Date: <u>8/3/2020</u>
Certific	ation of Accounting Officer purs	uant to Section 50.660RSMo:
is a balance otherwi which the financial of and there is a cash b	ise unencumbered in the county tro- obligation imposed upon the county alance otherwise unencumbered in t is to be made, each sufficient to m	or the County of Taney, certifies that there easury to the credit of the appropriation to by this Notice of Renewal is to be charged, the county treasury to the credit of the fund ect the obligations scheduled to be incurred
under this Notice of		

NOTICE OF RENEWAL FOR HVAC SERVICES (JUDICIAL CENTER + JAIL FACILITY) EPM ~CTC SOFTWARE (#20-077CM)

Scott Terpening, Building and Grounds, was present.

Commissioner Williams moved to approve the Notice of Renewal for HVAC Services by and between Taney County and Temperature Control Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

	No. 20-077M
NOTICE OF RE	NEWAL
To: Temperature Control Co., Chuck McDaniel, Aut Street, Springfield, Missouri, 65806	horized Representative, 613 North Main
Notice is given that the County of Taney, Missouri he Control Co., for HVAC Services (Judicial Center commencing August 5, 2020, for a period of (1) one copy of this agreement is attached hereto as Exhibit	& Jail Facilities – "EPM / CTC" Software, year, which will expire on August 4, 2021. A
Mike Scofield, Predding Commissioner	Date: 08/03/2020
applements and the	
angewa (eff evil and	
ATTEST: I, Donna Neeley, as the Clerk of the Tan- above Notice of Renewal was executed by Taney Cor- pursuant to a duly passed motion of the Taney Cou- of Renewal.	unty Presiding Commissioner, Mike Scofield,
By: Monna Deeloy Donna Neeley, County Clerk	Date: <u>\$/3/3020</u>
Certification of Accounting Officer pu	irsuant to Section 50.660RSMo:
The undersigned, as Budget and Accounting Office is a balance otherwise unencumbered in the county which the financial obligation imposed upon the cou and there is a cash balance otherwise unencumbered from which payment is to be made, each sufficient to under this Notice of Renewal.	treasury to the credit of the appropriation to nty by this Notice of Renewal is to be charged, in the county treasury to the credit of the fund
By: David Clark, Taney County Auditor	Date: 8/3/2020

MISSOURI STATE AGENCY FOR SURPLUS PROPERTY DONEE AUTHORIZATION ELIGIBILITY (#20-080CM)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Donee Authority with Terms and Conditions of Distributions Document, Nondiscrimination Assurance, Applications of Eligibility and Certifications, and Agreement Forms by and between Taney County and Missouri State Agency for Surplus Property Donee Authorization Eligibility. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).



AGREEMENT FOR PERSONAL PROTECTIVE EQUIPMENT (20-081CM)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Agreement for Personal Protective Equipment by and between Sentinel Emergency Solutions and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

1	No. 20-081CN
	AGREEMENT
	for Personal Protective Equipment
County, M	REEMENT dated the day of 202_ is made between Taney flasouri, a political subdivision of the State of Missouri, (hereinafter "County") and mergency Solutions of Arnold, Missouri (hereinafter "Contractor").
NOW, TH parties co	EREFORE IN CONSIDERATION of the mutual considerations and obligations of the ntained herein, the parties agree as follows:
by and be through N hereto an submitted conflict be	It Documents, The contract documents to this Agreement for the purchase of Personal Equipment and related equipment ("Equipment") shall include Master Price Agreement tween the League of Oregon Cities and LION, shall include Master Price Agreement PPgov, resulting from RFP #1915 and any applicable addeed a whall agreement d incorporated herein by reference. Services data, specifications and literater may be permanently maintained in the County Purchasing Office. In the event of a tween any of the foregoing Contract Documents, and this Agreement, the terms and of this Agreement shall prevail and control.
the County set forth in	<u>Price</u> Equipment provided under this Agreement shall not exceed the costs as quoted tor's signed bid response. The County agrees to purchase from Contractor 182 rotective suits, not to exceed a total of \$168,771.88 and Contractor agrees to supply the Equipment and related items per the Contractor's bid response, and for the prices the Contractor's response, and as ordered by County. If any issues arise which may elay Equipment availability or delivery, County may consider all options including the Bidder.
bid, also as extended b	t Duration. This agreement shall commence on the date it is fully executed and pon expiration of all applicable warranties, details of which are attached to the signed subject to the provisions for termination specified below. This agreement may only be y the order of the county subject to the pricing, and delivery clauses as agreed to, and he contractor's bid response.
include Ma cooperative Billings and fees or extr the charges statements discounts, i	nd_Payment. All billing shall be invoiced with specific department information and ster Price Agreement by and between the League of Oregon Cities and LiON, a purchasing agreement through NPPgov, resulting from RFP #1915 for tracking. I invoices may only include the prices provided for in this Agreement. No additional a services not included, or taxes, shall be included as additional charges in excess of within thirty days of receipt. Contractor agrees in horor any agrees to pay all correct fany are available, when County makes payment as provided therein. In the event of pute, the County reserves the right to withind payment on the disputed amount.
5. Binding I and assign	<u>Effect.</u> This Agreement shall be binding upon the parties hereto and their successors a for so long as this Agreement remains in full force and effect.
contractual	reament. This Agreement constitutes the entire Agreement between the parties and any prior negotilations, written or verbal, and any other bid or bid specification or mailty as this Agreement.

DISCUSSION OF THE RECYCLING CENTER

Devin Huff, Road and Bridge Administrator, Keith Francis, Director of Public Works, Scott Starrett, Planning and Zoning Administrator, and Mona Menezes, Environmental Specialist, were present.

Discussion ensued on operation of Recycling Center.

RECESS: 11:00 A.M.

RECONVENE: 11:18 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, David Clark, County Auditor, Scott Starrett, Planning & Zoning Administrator, and Kim Lovelace, Deputy Clerk were present.

EXECUTIVE SESSION: 11:33 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.

Also present: Scott Starrett, Planning and Zoning Administrator.

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

END OF EXECUTIVE OF EXECUTIVE SESSION: 12:22 P.M.

RECONVENNE: 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: Nikki Lawrence, Director of Purchasing/Legal Liaison, and Kim Lovelace, Deputy Clerk were present.

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

ADJOURNMENT:

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

ADJOURN: 12:40 P.M.

Minutes taken and typed by Kim Lovelace, Deputy Clerk.