

**OFFICIAL  
COMMISSION MINUTES  
MAY 24th, 2021 – 9<sup>TH</sup> 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 9:07 a.m.

**COMMISSION REMARKS**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #463462 through Check #463550, Warrants #7702 through Warrant #7716 and four Journal Entry/Transfer. Commissioner Williams 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).

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Executive Session Minutes for May 17th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for May 17th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**TEMPERATURE CONTROL CO. PROPOSAL FOR VFD #20-077M**

Scott Terpening, Building and Grounds, and Nikki Lawrence, Purchasing Director & Legal Liaison were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Proposal for variable frequency drive 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).

**Proposal**

**TEMPERATURE CONTROL CO.**  
613 N. MAIN AVE.  
SPRINGFIELD, MO 65806  
417-866-3177 FAX 417-866-8611  
WWW.TEMPONCO.COM

May 19, 2021  
Summary: ESTIMATE  
Reference #: 5123-238

TANEY COUNTY COURTHOUSE  
P.O. BOX 1407  
FORSYTH, MO 65653

**Job Name:**  
TANEY CO SHERIFF'S OFFICE

417-546-7207

**We Hereby Submit Specifications And Estimates For:**

DEAR SCOTT:

WE PROPOSE TO REPLACE THE VARIABLE FREQUENCY DRIVE WITH A 480V POWERFLEX 525. THIS PRICE DOES NOT INCLUDE LABOR. THE DRIVE IS CURRENTLY AVAILABLE LOCALLY.

SINCERELY,  
SARA COOK

M-EST	VARIABLE FREQUENCY DRIVE	1.00	6160.00 EA	6160.00
<b>Material</b>	<b>Subtotal</b>			<b>Total</b>
6160.00	6160.00			\$6,160.00

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized Signature Mike Scofield Acceptance Signature Mike Scofield Date 5-24-2020

## **AGREEMENT FOR HVAC SYSTEM REPLACEMENT #21-050AIR**

Mike Mulnick, M. Graham Clark Airport Manager, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for HVAC System Replacement by and between Specialty Air Conditioning Services, Inc and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement  
for  
HVAC System Replacement

No. 21-050AIR

THIS AGREEMENT dated the 24 day of May, 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Specialty Air Conditioning Services, Inc., 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 shall include the Contractor's bid response to County's Request For Bid# 202104-475 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. County agrees to purchase, and Contractor agrees to sell labor, materials, and equipment for an HVAC Replacement System, which includes removal and installation of air handler, suspended ceiling and 6-ton high efficiency Heat Pump (AC & Heater Unit) with related accessories and services as described in the Contract Documents for the Taney County Airport – in Hollister, Missouri for the price not to exceed \$14,588.70. 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 upon expiration of all applicable warranties as listed within the attached Contract Documents. 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 Proposal.

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.

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.

## **AUTOPSY AND TOXICOLOGY SERVICE #21-038CR**

Tony Mullen, Coroner, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Autopsy and Toxicology Services agreement by and between Southwest Missouri Forensics and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### **AGREEMENT** *for* **Autopsy and Toxicology Services**

THIS AGREEMENT ("Agreement") dated the 3<sup>rd</sup> day of May, 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and Southwest Missouri Forensics (hereinafter "Contractor").

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

1. Contract Documents. The Contract Documents to this Agreement shall include the Contractor's Letter dated April 20, 2021 in response to County's Request, which is attached hereto and incorporated herein by reference ("Contract Documents"). 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. Services; Contract Price. Contractor agrees to provide a board-certified pathologist to complete autopsies on deaths (including, but not limited to violent, suspicious, accidental, or unexpected natural deaths), as needed and requested by the Taney County Coroner, or Deputy Coroner. Contractor agrees to complete and provide autopsy reports in a timely manner to the office of Coroner. Contractor agrees to work cooperatively with the Coroner, law enforcement agencies, and Prosecuting Attorney. Contractor agrees to provide the following services to the County at the prices set forth below:

Autopsy and basic toxicology panel - \$2,100  
External Examination - \$850  
X-Ray - \$250  
Decomposed body - \$300

(collectively "Services"). Contractor agrees to complete and maintain a file for each case handled by Contractor and agrees to make the file available to the County.

Additional testing may be requested on an "as needed" basis at an additional cost, the cost of which will be provided to the Coroner prior to performance of said testing, and which must be approved by the Coroner or designee prior to completing the additional testing.

3. Contract Duration. This Agreement shall commence on the date it is signed by both parties and shall continue until December 31, 2021 (the "Term"), subject to the provisions for termination specified below. This Agreement may be renewed beyond the initial term by the order of the County for up to three (3) additional twelve (12) month periods (each a "Renewal Term") subject to the condition that there shall be no cost increases for the renewal term. If Contractor proposes changes to cost, Contractor agrees to notify the County of any proposed changes in cost for a Renewal Term at least thirty (30) days prior to the termination date of the Term, or any Renewal Term.

## **BID RECOMMENDATION FOR DEPOSITORY BANK SERVICES #212102-465CC**

Melanie Smith, Treasurer, was present.

Commissioner Wyatt moved to accept the BID to award it to the Bank of Missouri for the Collector, Sheriff, and Treasurer, and that the Circuit Clerk and the Recorder stay with Southern Bank. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

## **CLEO (COUNCIL OF LOCAL ELECTED OFFICIALS) CONSORTIUM AGREEMENT**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Consortium Agreement and have the Presiding Commissioner sign it. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**DISCUSSION OF ANIMAL CONTROL**

Sherry Simpson, Animal Control Supervisor, was present.

Discussion ensued.

**ROUND MOUNTAIN ROAD BRIDGE PROJECT CHANGE ORDER NO. 1 FILE NO. 21-048RB**

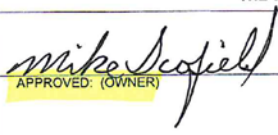

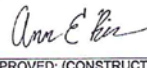
Devin Huff, Road & Bridge Administrator, Jason Silvis, Great River Engineering and Anne Pierce, Great River Engineering Bridge Engineer, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Round Mountain Road Bridge Project Change Order No. 1. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**CHANGE ORDER No. 1**

CONTRACTOR: Hartman & Company, Inc. LPA: Taney County Commission  
 PROJECT NAME: Taney Co. Bridge Replacement (Round Mountain Rd) PROJECT NO.: BRO-NBIL-B106 (001)

**The Contractor is hereby directed to make the following changes from the contract:**

1. DESCRIPTION AND REASON FOR CHANGE:									
The county is going to build a new structure at the low water crossing located on Goodnight Hollow upon completion of the BRD; to avoid re-doing grading, the county is requesting the contractor end construction at STA 3+41 along Goodnight Hollow									
2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.									
EST. CONTRACT LINE NO.	ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
2	203	Unclassified Excavation (Roadway)	2954.00	2891.00	63.00	CY	\$10.00		\$630.00
3	203	Embankment in Place W/Compaction	11519.00	11482.00	37.00	CY	\$22.50		\$832.50
19	806	Silt Fence	1833.00	1734.00	99.00	LF	\$3.00		\$297.00
20	806	Rock Ditch Check	29.00	26.00	3.00	EA	\$250.00		\$750.00
<b>TOTALS:</b>								<b>\$0.00</b>	<b>\$2,509.50</b>
3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:									
N/A									
4 COMMENTS:									
5 COST ADJUSTMENTS TO THE CONTRACT:									
1. CONTRACT AMOUNT								\$1,602,000.00	
2. OVERRUN THIS ORDER			\$0.00						
3. OVERRUN PREVIOUS									
4. UNDERRUN THIS ORDER			\$2,509.50						
5. UNDERRUN PREVIOUS									
6. PROJECT TOTAL								\$1,599,490.50	
THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:									
			05/24/2021					05-04-2021	
APPROVED: (OWNER)			DATE		APPROVED: (CONTRACTOR)			DATE	
								5-6-21	
APPROVED: MODOT			DATE		APPROVED: (CONSTRUCTION ENGINEER)			DATE	

**FILL DIRT AGREEMENT – JOHN WYATT**

Devin Huff, Road & Bridge Administrator, was present.

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

*unlimited*

**FILL DIRT AGREEMENT**

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

5-17-2021  
Date:

**NOTICE FOR RENEWAL FOR GUARDRAILS #21-049RB**

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

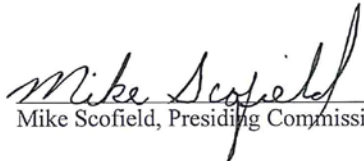
Commissioner Williams moved to approve the Notice of Renewal for Guardrails by and between Highway Safety Solutions and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-049RB

NOTICE OF RENEWAL

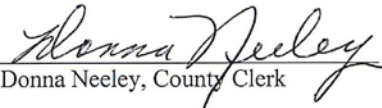
To: Highway Safety Solutions, Steve Easton, Authorized Representative, 5618 South Elmira, Springfield, Missouri 65810

Notice is given that the County of Taney, Missouri hereby renews its agreement with Highway Safety Solutions, for guardrails and materials, commencing May 26, 2021, for a period of (1) one year, which will expire on May 25, 2022. A copy of this agreement is attached hereto as Exhibit A.

  
Mike Scofield, Presiding Commissioner

Date: 05/24/2021

**ATTEST:** I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By:   
Donna Neeley, County Clerk

Date: 5/24/21

**Certification of Accounting Officer pursuant to Section 50.660RSMo:**

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By:   
David Clark, Taney County Auditor

Date: 5/24/2021

**GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – ANGELA SMITH**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Permanent and Perpetual Easement and Right-of-Way for Public Road Purposes and Temporary Construction Easement for Construction of Public Road Improvements by and between Angela Smith and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS**

Angela Smith, a single person, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 19 day of May, 2021

grant and convey 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, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of a ten (10) foot wide drainage easement over, under and across a portion of lot 20 and lot 21 of the Second Addition to Whitetail Crossing Subdivision, public road now known as White Oak Circle (160-45G) or the passage of vehicular and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

*Legally described as set forth in Attachment "A"& "B" to this easement document, and incorporated herein by reference as though fully set out.*

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit:*

**RECESS: 9:39 A.M.**

**RECONVENE: 9:50 A.M.**

**ROAD AND 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 Silvis, Great River Engineering, Anne Pierce, Great River Engineering Bridge Engineer, Addie Cantrell, Tri-Lakes News Reporter, David Clark, Auditor, and Stephanie Spencer, Deputy Clerk.

Devin Huff, Jason Sivils, Anne Pierce, and Addie Cantrell left the meeting at 9:57 a.m.

**ROCKAWAY BEACH WASTEWATER TREATMENT FACILITY IMPROVEMENTS ROUND TABLE DISCUSSION**

Also present: John Souttee, Environmental Services Supervisor, Jann Clark, Rockaway Beach City Clerk, David Clark, Auditor, and Stephanie Spencer, Deputy Clerk.

Discussion ensued.

Shawn Barry, Toth & Associates Engineering, entered the meeting at 10:02 a.m.

Discussion continued.



**EXECUTIVE SESSION 10:11 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1)(3)(12) (LEGAL, PERSONNEL, & CONTRACTS)**

*(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 11:35 A.M.**

**RECONVENE: 11:41 A.M.**

**ROUND TABLE DISCUSSION WITH ASSESSOR**

*(Taney County Commission Hearing Room)*

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

Also present: Susan Chapman, Assessor, Donna Neeley, County Clerk, and David Clark, Auditor.

Discussion ensued.

**ADJOURNMENT:**

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

**ADJOURN: 11:59 A.M.**

*The minutes were taken by Mike Scofield, Presiding Commissioner, and Stephanie Spencer, Deputy Clerk, and typed by Stephanie Spencer, Deputy Clerk.*