OFFICIAL COMMISSION MINUTES SEPTEMBER 7th, 2021 – 13th 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 9:00 a.m.

COMMISSION REMARKS

none.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #464758 through Check #464817, Warrants #7773 through Warrant #7774, and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Executive Session Minutes and Regular Session Minutes for August 30th, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LETTER OF SUPPORT - OTC, TABLE ROCK CAMPUS

Commissioner William moved to approve the Letter of Support for Ozark Technical Community College Applications to MoExcels. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LESO PROGRAM APPLICATION 2021 #21-101S

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Law Enforcement Support Office Program Application for the State Plan of Operation between the State of Missouri Public Safety and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

April 2021

MISSOURI DEPARTMENT OF PUBLIC SAFETY LESO PROGRAM APPLICATION INSTRUCTIONS

is authorized by 10 § USC 2576a to transfer to Federal and State/Territory Law Enforcement al property that is in excess to the needs of the U.S. Department of Defense (DoD) that the aitable to be used by such agencies in law enforcement activities, with preferences for counter-isaster-related emergency preparedness, or border security activities, under such terms prescribed onal property that s suitable to be use disaster-related e

be Secretary of Defense has delegated authority for management of this program to the Defense Logistics Agency (DLA). LA defines law enforcement activities as activities performed by governmental agencies whose primary function is the forcement of applicable Federal, State/Territory, and Local laws and whose compensated law enforcement officers have wers of arrest and apprelension. This program is known as the "Law Enforcement Support Office (LESO) Program" ormerly "1033 Program") and is administered by the DLA Disposition Services, LESO.

- LEAs are eligible for the Missouri LESO Program if all the following is met:

 The department is located within the State of Missouri.
 The department has a valid ORI # associated with a physical street address within Missouri.
 The department's primary function is the enforcement of applicable Federal, State, and Local laws.
 The department's compensated¹ law enforcement officers have powers of arrest and apprehension.

 The department is recognized by the Missouri State Highway Patrol (MSHP) as a law enforcement age by the Department of Public Safety, Peace Officers Standard and Training (POST) Unit as having licer officers.
 - by the Department of a second second

ri LEAs who wish to acquire and/or retain LESO Program property must be enrolled and authorized to Program. Missouri's "LESO Program Application" consists of the following three (3) documents: Contact Information Law Enforcement Support Office (LESO) Application for Participation / Authorized Screeners Letter State Plan of Operation (SPO)

2. 3.

nmon errors, data provided on the "Contact on / Authorized Screeners Letter" and the ed Screeners Letter" and the "SPO" will the paperwork process, reduce duplication of effort, and reduce e-tion" form will populate into the "LESO Application for Particips but Section 2 of the "LESO Application for Participation / Authou additional attention to fields that didn't populate and/or to obtain p to obtain physical signatures. Please review carefully.

rri's "LESO Program Application" is necessary for enrollment of non-participating LEAs (LEAs that have participated in the LESO Program or LEAs previously terminated/deactivated from the LESO Program).

Missouri's "LESO Program Application" is also necessary in the event information supplied in the LESO Program Application changes during the course of participation in the LESO Program. Such changes include, but are not limited to: 1) change in LEA name, 2) change in LEA physical address or other agency information, 3) change in number of full-time or part-time officers, 4) addition, deletion, or other change in property screener and/or Armored Vehicle, Small Arms, or Aircraft Point of Contact, 5) change in Local Governing Executive Official (e.g. Mayor, City Administrator, County Executive, County Commissioner, Director), 6) change in Chief Law Enforcement official (e.g. Chief, Sheriff, Director, Colonel, Marshal), or 7) release of a new version of the "SPO". If information supplied in the "LESO Program Application" changes, the LEA must submit, within 30 days of the change, a revised "LESO Program Application".

ce completed, the three (3) required documents, which comprise the "LESO Program Application", must be mitted via one of the following methods to the Missouri LESO Program for review and approval:

 Email: <u>MissouriLESO@dps.mo.gov</u>
 Fax: (573) 526-1876
 Mail: MO Department of Public Safety, LESO Program, PO Box 749, 1101 Riverside Drive, Jefferson City, MO 6510 If you have questions, contact the Missouri LESO Program staff at MissouriLESO@dps,mo.gov or (573) 526-1930.

has been defined as being paid an

ESTIMATE FOR DRYER REPAIR #21-102M

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

Commissioner Williams moved to approve the estimate provided by Loomis Bros Equipment Company for the repair of a dryer. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner MA; Eastern Commissioner W; Western Commissioner X

Quantity:	Parts		E		r
1	Oven Assy		Each	Total	
1	Rear Electrical Panel		\$805.89	\$805.89	
1	Computer Board Harness		\$559.52	\$559.52	
1	Power Control Harness		\$73.27	\$73.27	
• 1	Computer Board		\$40.01	\$40.01	
1	Miscellaneous Wiring and	d Supplier	\$657.33	\$657.33	
	iniscentificous winnig and	a subbues	\$50.00	\$50.00	
				\$0.00	LOOMIS BROS.
5				\$0.00	PPOG
				\$0.00	
				\$0.00	Equipment Co.
(*)				\$0.00	SINCE 1949
				\$0.00	Laundry Equipment
			Parts Total:		
1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1			Parts Iotal:	\$2,186.02	Sales & Service
Quantity:		Travel	Each	Tabal	
1	Local Trip Charge		Each \$95.00	Total	St. Louis Corporate Office:
	in para ba		\$95.00	\$95.00	409 Biltmore Drive
				\$0.00	Fenton, MO 63026
				\$0.00	(800) 783-6665
			Travel Total:		(636) 343-8888
	A shared to be a start of the start		travel total:	\$95.00	Fax (636) 343-1771
Quantity:	The second s	Overnight			
cuoncie y :		Overlight	Each	Total	
				\$0.00	Kansas City Sales:
			Overnight Total:	\$0.00	(800) 763-7094
Quantity:					(816) 452-4115
B	Onsite Labor	Labor (Regular)	Each	Total	
8	Unsite Labor		\$105.00	\$840.00	
	the second s			\$0.00	Indianapolis Sales:
			Total:	\$840.00	(800) 783-6665
Quantity:			Sector Sector Sector	and the second s	(317) 432-2648
Quantity:		abor (Overtime)	Each	Total	
				0.00	
				0.00	Online at loomisbros.com
			Total:	0.00	Chine at 100misorbs.com
en anna 11	and a second in the second second second	Surger of the second			
		Total Estimate:	\$3.1	21.02	
	1				
Deviated			TAX & FRT NOT	INCLD	
	Estimate Approval:	0			Return Signed Estimate To
Print Name	Mike,	Scofield //			Lindsey Lyle
Signature	mib	e Dediel			Service Department
Date	09/07/	2021			Loomis Bros. Equipment Co
0 #		much 1			the second se
- 11					Phone# 800-783-6665
	R/C/2021				llyle@loomisbros.com
Date:	8/6/2021				
	-				
ustomer:	Taney County Justice Cen	ter (1399540)			
Nodel #	MLE50V	Serial # 633393			

No. 21-102M

LEASE AGREEMENT WITH H AND A AIRCRAFT SERVICES, LLC #21-100AIR Mike Mulnik M Graham Clark Airport Manager, Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the lease agreement by and between Taney County and H and A Aircraft Services LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner \mathcal{M} ; Eastern Commissioner \mathcal{M} ; Western Commissioner \mathcal{M}

No. 21-100AIR

LEASE AGREEMENT

THIS AGREEMENT made and entered into this <u>7</u>th day of <u>September</u>, 2021, by and between the Taney County Commission on behalf of Taney County, Missouri, hereinafter referred to as "County" or "Lessor," and H & A Aircraft Services, LLC₂ an Arkansas limited liability company in good standing, hereinafter referred to as "Lessee".

WHEREAS, Taney County, Missouri is the owner of Taney County Airport (hereinafter referred to as "Airport"), located in the County of Taney, State of Missouri; and

WHEREAS, County has space available for an aircraft maintenance operation, and said aircraft maintenance operation could be of use to customers of the airport; and

WHEREAS Lessee is desirous of securing and entering into an agreement (hereinafter referred to as "Agreement") to provide adequate facilities and services to meet the demands of the public, patrons, and other persons at the Airport for aircraft maintenance services;

NOW THEREFORE, the parties hereto, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed and the consideration to be paid to County by Lessee, do agree as follows:

LEASED PREMISES, TERM, RENTAL

That in consideration of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby lease and demise unto the Lessee and the Lessee does hereby take, lease and hire from the Lessor the premises which consists of certain space at the Taney County Airport/M. Graham Clark Airfield, located at Point Lookout, Taney County, Missouri, said premises more particularly described as follows:

West half (1/2) of Hangar #1 for storage of up to three (3) aircraft

To have and to hold unto the Lessee, its successors and assigns, for the term of one (1) year commencing the 1^{st} day of <u>September</u>, 2021, and ending on the <u>31^{\text{st}}</u> day of <u>August</u>, 2022. At the expiration of the term of this Agreement, the agreement may be extended or a new agreement entered into after negotiation, upon the approval, in writing, of both parties.

Lessee shall pay rent to Lessor in the amount of **FIVE HUNDERD DOLLARS AND ZERO CENTS (\$500.00)** per month. Said rent is due in advance on the first day of each month. The rent shall be paid at the office of the Airport Manager at the Taney County Airport or at such place designated by said Airport Manager.

LETTER OF REPRESENTATION 2020 #21-099A

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to accept the letter and proceed with the Presiding Commissioner signing the Letter of Representation by KPM CPA's PC. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner MK; Eastern Commissioner Sw; Western Commissioner M



SHEILA WYAT

County of TANE

TANEY COUNTY COURTHOUSE P.O. BOX 1086 • FORSYTH, MO 65653 Office: (417) 546-7204 • Fax: (417) 546-3931 www.taneycounty.org commission@co.taney.mo.us

State of Missouri

September 7, 2021

KPM CPAs, PC 1445 E. Republic Rd Springfield, MO 65804

This representation letter is provided in connection with your audit of the financial statements of Taney County, Missouri, which comprise the respective financial position of the governmental activities, each major fund, the discretely presented component units, and the aggregate remaining fund information as of December 31, 2020, and the respective changes in financial position and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with the modified cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of August 19, 2021, the following representations made to you during your audit.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated January 6, 2021, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2. The financial statements referred to above are fairly presented in conformity with the modified cash basis of accounting and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.

AGREEMENT FOR AUTOPSY AND TOXICOLOGY SERVICES #21-038CR

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Autopsy and Toxicology Services by and between Taney County and Southwest Missouri Forensics II LLC d/b/a Southwest Missouri Forensics. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-038CR

AGREEMENT for Autopsy and Toxicology Services

This Agreement for Autopsy and Toxicology Services (this "Agreement") is made this <u>T</u>th day of September, 2021 (the "Effective Date"), between Taney County, a political subdivision of the State of Missouri, having its administrative offices at 132 David Street, Forsyth, Missouri 65653 ("County"), and Southwest Missouri Forensics II, LLC d/b/a Southwest Missouri Forensics, having its administrative offices at 1935 W. Boat St., Ozark, Missouri, 65721 ("Consultant") (each a "Party," and collectively, the "Parties").

RECITALS:

A. County is required to inquire into the cause of all deaths that are sudden, unexplained, violent, or otherwise suspicious.

B. County requires the services of a board-certified forensic pathologist to provide such services.

C. County may retain independent contractors to perform such services as requested by the Taney County Coroner and/or a Taney County Deputy Coroner.

D. Consultant is willing and able to perform the duties and render the services as more specifically outlined in this Agreement.

E. County wishes to retain Consultant to perform such services.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

SECTION CNE TERM OF AGREEMENT

A. The initial term of this Agreement shall be for the period beginning May 3, 2021, through December 31, 2021 (the "Term"). This Agreement may be renewed beyond the initial Term for up to three (3) additional twelve (12) month periods (each a "Renewal Term") by County providing a notice of renewal to Consultant prior to the end of the Term, subject to the condition that there shall be no Fee increases for a Renewal Term, subject to the provisions of Section One, B., below.

B. If Consultant proposes any changes in the Fees charged for Consultant's services or the associated costs thereof, Consultant will notify the County of these anticipated changes by the end of November of the current calendar year so that any budget adjustments can be made prior to budgeting for the upcoming year, provided, however, that any proposed changes in Fees permits the County to terminate this Agreement at the end of the then current Term.

SECTION TWO SCOPE OF SERVICES

A. <u>Scope.</u> Pursuant to the terms and conditions of this Agreement, Consultant shall provide a Board-Certified Forensic Pathologist to County to provide autopsies on all violent,

Page 1 of 7

ROUND MOUNTAIN ROAD BRIDGE PROJECT CHANGE ORDER NO. 2 #21-097RB Devin Huff, Road & Bridge Administrator and Anne Pierce, Great River Engineering Bridge Engineer, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve Supplement Round Mountain Road Bridge Change Order No.2 file #21-097RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ONTRACT			CHANGE O	RDER No. 2					
OJECT N	TOR:	Hartman & Company, Inc.	UNATOL C	MDER NO. 2		LPA:	Tan	ay County Comm	
	NAME:	Tanay Co. Bridge Replacement (Round Mounta	ain Rd)		PROJECT			RO-NBIL-B106 (001)
-		The Contractor is hereby	y directed to make	a the following o	changes from	the c	contract:		
1. DESC	RIPTI	ON AND REASON FOR CHANGE:							
d a 16' g	ate to	field entrance on Goodnight Hollow Road. Add 6	50 LF of split rall fence	along MBSS prop	perty line to repla	ce ex	isting fence. Re	move field entra	nce between
111048 13		f new barbed whe fence across from Franklin R	oad. The Contractor I	s requesting to mo	ve the conpletion	date	to 9/17/2021 d	lue to rain days/f	looding
		ORK AFFECTED BY THIS CHANGE ORDER.							
T.CONT			UNITS	UNITS	UNITS	U	CONTRACT	AMOUNT OF	AMOUNT O
	EM	ITEM DESCRIPTION	PREVIOUSLY	TO BE	OVERRUN,	N	OR	OVERRUN	UNDERRUI
D. N	0.		PROVIDED	CONSTRUCTED	UNDERRUN,	1	AGREED	OR PLUS	OR MINUS
7 60	07	Gate	FOR 1.00	2.00	CONTINGENT	EA		CONTINGENT	CONTINGEN
		Fence	590.00		135.00		\$11.45		
	07	Split Rall Fence	583.00			LF	\$27.60		\$1,545.7
		Split Rail Fence (Marked Up)	0.00			LF	\$5.83		
		Type 2 Rock Blanket	3175.00			CY	\$60.00	\$3,748.69	
		12in. Corrugated Metallic-Coated Steel Pipe	120.00				\$37.35		\$5,520.0
1			120.00	04.00	30.00	LP	\$37.35		\$1,344.6
1			1						
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				1					
			1						
					and the second sec		TOTALS:	\$6,394.69	\$8,410.3
N/A		NT FOR COST OF THE ABOVE CHANGE TO	BE MADE AT CONT	RACT UNIT PRICI	ES, EXCEPT AS	NOT	ED:		
3. SETTI N/A 4 COMM		· · · · · · · · · · · · · · · · · · ·	BE MADE AT CONT	RACT UNIT PRICE	ES, EXCEPT AS	NOT	ED:		
N/A		· · · · · · · · · · · · · · · · · · ·	BE MADE AT CONT	RACT UNIT PRIC	ES, EXCEPT AS	NOT	ED:		
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N/A 4 COMN	MENTS	32	BE MADE AT CONT	RAGT UNIT PRICE	es, except as	NOT	ED:		
N/A 4 COMN	ADJU	STMENTS TO THE CONTRACT:	BE MADE AT CONT.		ES, EXCEPT AS	NOT	ED:		
N/A 4 COMN	ADJU	STMENTS TO THE CONTRACT:			ES, EXCEPT AS	NOT	ED:		
N/A 4 COMN	MENTS ADJU 1. 2. 3.	STMENTS TO THE CONTRACT: CONTRACT AMOUNT OVERRUN THIS ORDER			ES, EXCEPT AS	NOT	ED:		
N/A 4 COMN	ADJU 1. 2. 3. 4.	STMENTS TO THE CONTRACT: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS	\$6,394.69		ES, EXCEPT AS	NOT	ED:		
N/A 4 COMN	ADJU 1. 2. 3. 4. 5.	STMENTS TO THE CONTRACT: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN THIS ORDER	\$6,394.69 \$8,410.35		ES, EXCEPT AS	NOT	ED:		
N/A 4 COMN	ADJU 1. 2. 3. 4. 5.	S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN THIS ORDER UNDERRUN PREVIOUS	\$6,394.69 \$8,410.35	\$1,602,000.00	ES, EXCEPT AS	NOT	ED:		
N/A 4 COMN	ADJU 1. 2. 3. 4. 5.	S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN THIS ORDER UNDERRUN PREVIOUS	\$6,394.69 \$8,410.35 \$2,509.50	\$1,502,000.00					
N/A 4 COMN	ADJU 1. 2. 3. 4. 5.	STMENTS TO THE CONTRACT: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL	\$6,394.69 \$8,410.35 \$2,509.50	\$1,502,000.00	E HEREBY AG	REE	D TO:		
N/A 4 COMM 5 COST	ADJU 1. 2. 3. 4. 5. 6.	S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL THE TERMS OF SETT Le Acopiel 09	\$6,394.69 \$8,410.35 \$2,509.50	\$1,602,000.00 \$1,597,474.84 ED ABOVE ARI	E HEREBY AG	REE	D TO:	8/16	/2021
• COST	ADJU 1. 2. 3. 4. 5. 6.	STMENTS TO THE CONTRACT: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL	\$6,394.69 \$8,410.35 \$2,509.50	\$1,602,000.00 \$1,597,474.84 ED ABOVE ARI	E HEREBY AG	REE	D TO:	. 8/16	/2021 DATE
• COMM • COMM • COST	ADJU 1. 2. 3. 4. 5. 6.	S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL THE TERMS OF SETT Le Acopiel 09	\$6,394.69 \$8,410.35 \$2,509.50	\$1,602,000.00 \$1,597,474.84 ED ABOVE ARI	E HEREBY AG	REE	D TO:	. 8/16	
• COST	ADJU 1. 2. 3. 4. 5. 6.	S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL THE TERMS OF SETT Le Acopiel 09	\$6,394.69 \$8,410.35 \$2,509.50	\$1,602,000.00 \$1,597,474.84 ED ABOVE ARI	E HEREBY AG	REE	D TO:	8/16	DATE
4 COMM 5 COST 5 COST	MENTS ADJU 1. 2. 3. 4. 5. 6. 8. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.	S: S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL THE TERMS OF SETT S: OWNER) (OWNER)	56,394.69 58,410.35 52,509.50 TLEMENT OUTLIN	\$1,502,000.00 \$1,597,474.84 ED ABOVE ARI وباسی SA APPROVE		REE MR	D TO:	8/16	DATE 7-2021
4 COMM 5 COST 5 COST	MENTS ADJU 1. 2. 3. 4. 5. 6. 8. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7. 7.	S: CONTRACT AMOUNT OVERRUN THIS ORDER OVERRUN PREVIOUS UNDERRUN PREVIOUS PROJECT TOTAL THE TERMS OF SETT Le Acopiel 09	\$6,394.69 \$8,410.35 \$2,509.50	\$1,502,000.00 \$1,597,474.84 ED ABOVE ARI وباسی SA APPROVE	E HEREBY AG	REE MR	D TO:	8/16	DATE

FIL Devin Huff, Road & Bridge Administrator was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Joan Bray. 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. (hereinafter "Taney County") and enters into this agreement with (hereinafter Owner), regarding the dumping of dirt fill on Owner's operty, and the particula 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.

Au 1 Devin Huff County Highway Administrator

8-30-2021

475

Presiding Commissioner $\frac{M}{M}$; Eastern Commissioner $\frac{Q}{M}$; Western Commissioner $\underline{\mathscr{S}}$

FILL DIRT AGREEMENT – ROBERT J. BOYCE & MICKEY L BOYCE Devin Huff, Road & Bridge Administrator was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Robert J. Boyce and Mickey L. Boyce. 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 ROBINT J BOUCE + MICKEY L. BOYCE (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.

, Hull 22

Devin Huff County Highway Administrator

8-31-202il Date:

476

BOARD APPOINTMENT - SENIOR CITIZENS TAX BOARD

Commissioner Williams moved to accept the resignations of David Schmale and Bill Walley. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commission Williams moved to appoint Richard Baehr the Senior Citizens Tax Board to fulfill the open term through 12-31-23. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commission Williams moved to appoint Kendall Hayes to the Senior Citizens Tax Board to fulfill the term remaining 12-31-22. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

FALL CLEAN-UP DISCUSSION

Devin Huff, Road & Bridge Administrator, was present and discussed the Fall Clean-Up for October 22-23, 2021.

Presiding Commissioner M.S; Eastern Commissioner Sw; Western Commissioner

DISCUSSION OF PERSONNEL POLICY

Commissioner Williams moved to table the discussion of personnel policy until next week. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 9:20 A.M.

RECONVENE: 9:37 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Commission Assistant, and Kim Lovelace, 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 9:48 A.M.

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

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