

**OFFICIAL
COMMISSION MINUTES
APRIL 18TH, 2022 – 3RD 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 (absent).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:04 a.m.

COMMISSION REMARKS

None.

ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #467152 through Check #467203 and Checks #467205 through Check #467233, Warrants #7901 through Warrant #7905 and four Journal Entries/Transfers. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve the Executive Session Minutes for April 11th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Williams moved to approve the Regular Session Minutes for April 11th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated April 18th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Exhibit "A"

PP PAID ABATEMENTS											
Exhibit: <u>A</u>		Date: <u>18 APRIL 2022</u>									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300360	2021	PENDING	2022-04-12	1-28014-900	BRANSON STEEL SUPPLY INC	DID NOT OWN JAN 1ST	1220	-4990	<input checked="" type="checkbox"/>		

Commissioner Williams moved to approve Exhibit "B" dated April 18th, 2022. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Exhibit "B"

ERRONEOUS ASSESSMENT																
Exhibit: <u>B</u>		Date: <u>18 APRIL 2022</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
212306	2019	0000-00-00	2022-04-11	09-3.0-07-001-005-001.001B	FORSYTH OZARK BEACH RESORT LLC	ERRONEOUS ASSESSMENT	0	0	0	0	0	0	-100	<input checked="" type="checkbox"/>		
212307	2020	0000-00-00	2022-04-11	09-3.0-07-001-005-001.001B	FORSYTH OZARK BEACH RESORT LLC	ERRONEOUS ASSESSMENT	0	0	0	0	0	0	-100	<input checked="" type="checkbox"/>		

Presiding Commissioner ms; Eastern Commissioner RL; Western Commissioner SW

AGREEMENT FOR 2022 PICKUP TRUCK #22-032CR

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

Commissioner Williams moved to approve the agreement for 2022 4x4 Pickup Truck file #22-032CR. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

No. 22-032CR

**Agreement
For
2022 4x4 Pick Up Truck**

THIS AGREEMENT dated the 18th day of April, 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Pinegar Chevrolet Buick GMC Inc. of Branson, Missouri (hereinafter "Contractor").

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

1. Contract Documents. The contract documents to this Agreement for the purchase of one (1) 4x4 Pick Up Truck for the Taney County Coroner's Office ("Equipment") includes the Contractor's bid response to County's Request for Bid #202202-496 is attached hereto and incorporated herein by reference ("Contract Documents"). 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 the Equipment described in this Agreement, not to exceed a purchase price of \$39,629.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options for cooperative purchasing.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate 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. Payment. County agrees to pay the Contract Price at the time of pickup of the Equipment from Contractor by check. The Contract Price 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.

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.

7. Default and Termination.

a. Termination for Convenience. This Agreement may be terminated by the County without cause, in whole or in part, at any time during the term specified in Section __, Agreement Term above, by providing the other party thirty (30) days advance written notice of termination. The Agreement may be suspended by the County without cause, in whole or in

EQUIPMENT PROPOSAL (WASHER) #22-031M

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

Commissioner Williams moved to approve the agreement by and between Loomis Brothers Equipment Company and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).



Corporate Office: 409 Biltmore Drive
 Fenton, Missouri 63026
 Phone: 800-783-6665
 Fax: 636-343-1771
www.loomisbros.com
dhoselton@loomisbros.com

EQUIPMENT PROPOSAL
 Reference #DH0322090
 Sales Rep: Drew Hoselton

RE: State of MO Contract #CC210873002

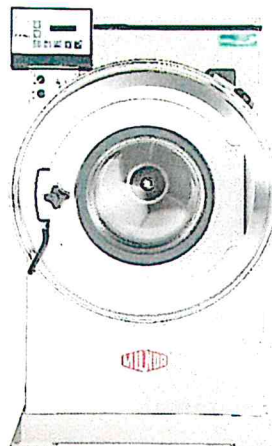
Taney County Jail
 Forsyth, MO 65653

Date: March 23, 2022
 Contact: Scott Terpening
 Phone: 417-251-3221
 Email: modiqgity68@gmail.com

QTY. DESCRIPTION TOTAL PRICE

1 MILNOR model 30022VRJ Rigid-Mount 60 LB Washer Extractor Includes:

- RinSave® water saving technology
 Saving up to 25% on water, energy & labor
- 7 speeds (2 wash, 1 distribution, 1 RinSave, 3 extract)
- E-P PLUS® programmable controller
- 200 G-Force High Speed Extraction
- Back-lit LCD display
- Single-motor inverter drive
- Tall, lifting ribs
- Tapered roller bearings
- High M.A.F. (Mechanical Action Factor)
- Large cylinder perforations
- Fresh-water flushing chemical manifold
- Auto tension V-belt drive
- Six (6) liquid chemical injection ports
- Control reads in English/second language
- 5-year limited warranty on frame, cylinder & shell
- Universal temperature control
- Made-In-America



Machine Voltage: 208-240/3/60

\$13,923.00

**Please specify voltage required: 208 Initial MS

Initial MS

GSA PROPOSAL FOR JUDICIAL FACILITY INNER DOORS #22-034M

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

Commissioner Williams moved to approve the agreement by and between DH Pace and Taney County for the Judicial Facility Inner Doors. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).



Cage # 33QGS
 DUNS# 06-574-6984
 Customer Name: Taney County Courthouse
 Address: 266 Main St
 City, State, Zip: Forsyth, MO
 Attn: Scott Terpening
 Phone:
 Sales: Jeff Begley

KSC Req: Holly Terhune

Date: April 8, 2022
 Quote #:



Contract #: 47QSW.120D002B
 Prices quoted are effective for 90 Days
 FOB Point: Origin
 Warranty: Standard Commercial
 Standard Delivery: 30 Days ARO. Expedited Shipping may be available.

GSA Proposal

Item	Catalog No.	Description	Unit Qty	Unit Price (sell)	Amount
SIN 334290 PRODUCTS					
1				\$	- \$ -
2				\$	- \$ -
3				\$	- \$ -
4				\$	- \$ -
5				\$	- \$ -
6				\$	- \$ -
7				\$	- \$ -
8				\$	- \$ -
9				\$	- \$ -
OPEN MARKET					
10		DESAM - SL500 BP FBO CHAMPAGNE FINISH	1 S	8,084.70	8,084.70
11		MANKO - 1/4" CLEAR TEMP. S4.873 @ 104	1 S	767.38	767.38
12		Misc Material	1 S	240.93	240.93
13		Freight	1 S	1,772.54	1,772.54
14				\$	- \$ -
15				\$	- \$ -
16				\$	- \$ -
17				\$	- \$ -
18				\$	- \$ -
19				\$	- \$ -
LABOR SIN 541513					
20		Labor and Installation	23 S	81.74	1,880.02
21				\$	- \$ -
22				\$	- \$ -
23				\$	- \$ -
ANCILLARY Truck Charge					
24				\$	- \$ -
25				\$	- \$ -
26				\$	- \$ -
27				\$	- \$ -
28				\$	- \$ -
				Total	\$ 12,745.57

Materials SIN 334290	\$	-
Open Market	\$	10,865.55
Labor SIN 541513	\$	1,880.02
ANCILLARY Truck Charge	\$	-
Total:	\$	12,745.57

Notes:

Send Orders To: gsasolutions@dhpace.com	
The proposal described herein, including all price(s) quoted, is made conditionally upon Buyer's continued credit status and must be accepted by Buyer as made by Seller. To accept this Proposal, Buyer must date, sign and return the original copy hereof to Seller within 30 days after the date hereof. Unless expressly disclosed and stated, the amount of any sales and use tax is not included in this proposal.	
Buyer acknowledges and agrees that each and all of the terms and conditions on Attachment A (TERMS AND CONDITIONS) are a part of this Proposal and that upon Buyer's acceptance of this Proposal shall constitute a valid and binding contract between the parties and all prior proposals, discussions and agreements respecting the subject matter hereof are cancelled. DEPOSIT ON SPECIAL ORDER ITEMS IS NON-REFUNDABLE.	
BUYERS ACCEPTANCE <i>Mike Scofield</i>	Business Size: Large Payment Terms: Net 30 Government Purchase Card: Accepted
TYPE OR PRINT NAME OF BUYER <i>Mike Scofield</i>	ACCEPTANCE DATE: <i>4/18/2022</i> MM/DD/YYYY
SIGNATURE OF: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> Officer (Indicate Which)	

GENERAL CONSENT FOR LIMITED QUERIES OF THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION (FMCSA) DRUG AND ALCOHOL CLEARINGHOUSE #22-033HR

Dawn Muller, Benefits, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the General Consent for Limited Queries of the Federal Motor Carrier Safety Administration Drug and Alcohol Clearinghouse as amended. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

NOTICE OF RENEWAL FOR CONCRETE #22-035RB

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 by and between Table Rock Asphalt and Taney County for April 26th, 2022 through the April 25th, 2023. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

No. 22-035RB(a)

NOTICE OF RENEWAL

To: Table Rock Asphalt Construction Co., Inc., Joel Simmons, Authorized Representative, P.O. Box 1165, Branson, Missouri 65615

Notice is given that the County of Taney, Missouri hereby renews its agreement with Table Rock Asphalt Construction Co., Inc., for concrete, commencing April 26, 2022, for a period of (1) one year, which will expire on April 25, 2023. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 04/18/2022

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*
Donna Neeley, County Clerk

Date: 4/18/2022

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*
David Clark, Taney County Auditor

Date: 4/18/2022

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – VINCE MATTIONE AND MARILYN MATTOINE

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 Vince Mattione and Marilyn Mattoine, husband and wife and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

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

Vince Mattione and Marilyn Mattione, husband and wife, of the County of Taney, in the State of Missouri, hereinafter referred to as "GRANTORS", on this 14 day of April, 2022

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 locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as Sherwood Forest for 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 Exhibit "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:*

A permanent and perpetual easement forty (40) feet in width, to be twenty (20) feet on each side of the centerline of said Sherwood Forest.

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – MICHAEL AND DARLA BROWER

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 Michael and Darla Brower, Trustees of the Michael and Darla Brower Trust, and Taney County. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

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

MICHAEL & DARLA BROWER Trustee(s) of the Michael & Darla Brower Trust Agreement
dated _____, of the County of Taney in the State of Missouri,
hereinafter referred to as "GRANTORS", on this 14 day of April, 2022

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 locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as Sherwood Forest Lane for a turn around 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:

See Exhibit A

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*:

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 GRANTORS hereby covenanting that GRANTORS are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTORS have good right to grant and convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTORS or those under whom GRANTORS claim and that Grantors will warrant and defend the title to the said premises unto the said

TANEY COUNTY COMMISSION RECORDS DISPOSAL LIST TO COUNTY CLERK

Commissioner Williams moved to approve the Taney County Commission Records Disposal List to be disposed of securely by the County Clerk. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

RECESS: 9:35 A.M.

RECONVENE: 9:52 A.M.

EXECUTIVE SESSION: 9:52 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield and Commissioner Williams.

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

END OF EXECUTIVE SESSION: 10:02 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield and Commissioner Williams.

Also present: Lesley Wallace, Commission Assistant.

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

RECESS: 10:14 A.M.

RECONVENE: 1:04 P.M.

Presiding Commissioner ms; Eastern Commissioner sw; Western Commissioner w

LETTER OF SUPPORT FOR HIGHWAY IMPROVEMENTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams (via-teleconference) and Commissioner Wyatt.

Also present: Lesley Wallace, Commission Assistant, and Kim Lovelace, Deputy Clerk.

Commissioner Williams moved to approve the Letter of Support for 86 Highway Safety and Capacity Improvements Report. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



OFFICE OF
MIKE SCOFIELD
PRESIDING COMMISSIONER
BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
SHEILA WYATT
EASTERN DIST. COMMISSIONER

County of **TANEY** State of Missouri

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

April 18, 2022

Steve Campbell, SW District Engineer
Missouri Department of Transportation
3025 E. Kearney St.
Springfield, MO 65803

RE: 86 Highway Safety and Capacity Improvements Support

Dear Mr. Campbell

The safety and welfare of our county's residents, businesses and visitors is one of the Taney County Commission's primary focuses. We recognize that maintenance and improvements of all the roadway transportation network serving our communities has a broad impact to everyone in the community and is a critical element to our community's resilience and strength. For that reason, the Taney County Commission submits this letter of support for safety and capacity improvements to the 86 Highway corridor in our County.

Sincerely

The Taney County Commission

Mike Scofield
Mike Scofield
Presiding Commissioner
Brandon Williams
Brandon Williams
Western District Commissioner
Sheila Wyatt
Sheila Wyatt
Eastern District Commissioner

ADJOURNMENT

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

ADJOURN: 1:06 P.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.