

**OFFICIAL  
COMMISSION MINUTES  
MAY 16<sup>th</sup>, 2022 – 8<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 via tele-conference), 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.

**ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #467557 through Check #467572, Checks #467574 through Check #467595 and Check # 467204, no Warrants and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*Commissioner Wyatt left the meeting at 9:01 a.m.*

Presiding Commissioner Scofield moved to approve Checks #467573. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

*Commissioner Wyatt entered the meeting at 9:01 a.m.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Wyatt moved to approve the Executive Session Minutes for May 10<sup>th</sup>, 2022 and May 12<sup>th</sup>, 2022. Commissioner Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Regular Session Minutes for May 10<sup>th</sup>, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT FOR SKYMARK 1,000 GALLON AVGAS AIRCRAFT REFUELER #22-042AIR**

Mike Mulnick, Airport Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the supplemental agreement for SkyMark Refueler #22-042AIR between SkyMark Refuelers, LLC, and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-042AIR

Agreement  
For  
SkyMark 1,000 Gallon Avgas Aircraft Refueler

THIS AGREEMENT dated the 16<sup>th</sup> day of May 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and SkyMark Refuelers, LLC, a Kansas limited liability company (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 a SkyMark 1,000 Gallon Avgas Aircraft Refueler ("Equipment") shall include the quote dated April 15, 2022 and cooperative purchasing GSA Contract #47QMCA20D0010 and any applicable addenda which are attached hereto as Exhibit A and incorporated herein by reference ("Contract Documents"). Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Equipment provided under this Agreement shall not exceed the cost of \$126,850 as quoted in Exhibit A, plus freight with a cost not to exceed \$2,500. The County agrees to this purchase and Contractor agrees to supply the County the items, services, and construction as ordered by County.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties as subject to the provisions for termination specified below. This agreement may only be extended by the order of the county subject to herein.

4. Billing and Payment. All billing shall be invoiced with specific department information and include reference GSA Contract #47QMCA20D0010 for tracking. Billings and invoices may only include the prices provided for in 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, or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

**AGREEMENT FOR PRECAST BOX CULVERTS #22-050RB**

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

Commissioner Wyatt moved to approve the agreement for precast box culverts between Scurlock Industries, Inc and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-050RB

**AGREEMENT**  
for  
**PRECAST BOX CULVERTS**

THIS AGREEMENT dated the 16<sup>th</sup> day of May 202\_ ("Effective Date") is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Scurlock Industries of Springfield, Inc. of Springfield, Missouri 65803 (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 precast concrete box culvert items ("Product") for Taney County Road & Bridge repair and maintenance shall include the Purchase Order, Greene County Missouri Contract #20-1294 as amended, and price list, copies of which are attached to this Agreement as Exhibit A and incorporated 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. Contractor agrees to sell Product to County and County agrees to purchase Product from Contractor on an as needed basis, the price of which shall not exceed the pricing as set forth in the Contract Documents. If certain unusual circumstances occur specific to Product availability, the County may consider all other options.

3. Contract Duration. This Agreement shall commence on the Effective Date and terminate on September 7, 2022, unless extended or renewed by the parties, or by extension or renewal of Greene County Contract #20-1234, at the option of County. This Agreement may coincide with any/all extensions, and/or renewals, entered into by Greene County with Contractor – subject to pricing, and delivery clauses as agreed to, and offered by the Contractor at that time which is also consistent with Taney County Road & Bridge needs.

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.

Presiding Commissioner ms; Eastern Commissioner fw; Western Commissioner rw 773

**ADDENDUM TO AGREEMENT FOR CONCRETE – SECONDARY #22-051RB**

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

Commissioner Wyatt moved to approve the addendum for the agreement for concrete #22-051RB between American R&C, LLC dba as Buchanan Materials and Tri-Lakes Redi Mix and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-051RB

**ADDENDUM  
TO  
AGREEMENT FOR CONCRETE**

THIS ADDENDUM, made effective 16<sup>th</sup> day of May, 2022 by and between American R&C, LLC dba Buchanan Materials & Tri-Lakes Redi Mix (“Contractor”) and Taney County, Missouri (“Customer”).

WHEREAS, Contractor and Customer entered into the Agreement for the purchase of Concrete, dated April 26, 2021 (“Agreement”);

WHEREAS, a Notice of Renewal was approved on April 25, 2022, wherein the Agreement was extended for an additional one (1) year term through April 25, 2023; and

WHEREAS, Contractor and Customer desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

- 1. Contract Price. The parties agree to delete the following language from paragraph 2, Contract Price, of the Agreement:

“Concrete Class B-1 \$185.00 per cubic yard  
Standard 6-Bag Mix \$140.00 per cubic yard  
Flowable Fill \$70.00 per ton”

The parties further agree to delete table 3.1 of Section 3, SPECIFICATIONS in the Contract Documents of the original agreement.

The parties agree to insert the following language in paragraph 2 of the Agreement:

Concrete Class B-1 \$194.25  
Standard 6-Bag Mix \$147  
Flowable Fill \$78

The parties further agree to insert and replace Section 3, SPECIFICATIONS in the Contract Documents with “Exhibit A-1”, which is attached to this Addendum and incorporated herein by reference.

- 2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. Contractor and Customer continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraphs 1 and 2, above.

**NOTICE OF RENEWAL FOR ROAD OILS #22-054RB**

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

Commissioner Wyatt moved to approve the Notice of Renewal for road oils #22-054RB between Coastal Energy Corporation as Primary and Asphalt and Fuel Supply, LLC as Secondary and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PRIMARY

No. 22-054RB(a)

NOTICE OF RENEWAL

To: Coastal Energy Corporation, Jon Singleton, Authorized Representative, P.O. Box 218, Willow Springs, Missouri 65793

Notice is given that the County of Taney, State of Missouri hereby renews its agreement with Coastal Energy Corporation, for road oils, commencing May 20, 2022, for a period of (1) one year, which will expire on May 19, 2023. A copy of this agreement is attached hereto as Exhibit A. The pricing sheet for 2022 is attached as Exhibit B.

Mike Scofield  
Mike Scofield, Presiding Commissioner

Date: 05/16/2022

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 5/16/2022

Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

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: 5/16/2022

SECONDARY

No. 22-054RB(b)

NOTICE OF RENEWAL

To: Asphalt & Fuel Supply, LLC, Mark Lancaster, Authorized Representative, 4200 East Skelly Drive, Suite 600, Tulsa, Oklahoma, 74135

Notice is given that the County of Taney, State of Missouri hereby renews its agreement with Asphalt & Fuel Supply, LLC, for road oils, commencing May 20, 2022, for a period of (1) one year, which will expire on May 19, 2023. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield  
Mike Scofield, Presiding Commissioner

Date: 05/16/2022

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 5/16/2022

Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

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: 5/16/2022

Presiding Commissioner MS; Eastern Commissioner BP; Western Commissioner BU 775

**RECESS: 9:10 A.M.**

**RECONVENE: 9:28 A.M.**

**ROAD & BRIDGE ROUND TABLE DISCUSSION**

*(Taney County Commission Conference Room)*

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

Also present: Devin Huff, Road & Bridge Administrator, David Clark, County Auditor, Ken Roten, and Stephanie Spencer, Chief Deputy Clerk.

Discussion ensued.

**EXECUTIVE SESSION: 9:33 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1) (LEGAL)**

*(Taney County Commission Conference Room)*

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

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

**END OF EXECUTIVE SESSION: 9:58 A.M.**

**RECONVENE: 10:28 A.M.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

Present: Presiding Commissioner Scofield and Commissioner Wyatt.

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: 10:32 A.M.**

**RECONVENE: 10:34 A.M.**

**ADJOURNMENT**

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

**ADJOURN: 10:40 A.M.**

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