

**OFFICIAL  
COMMISSION MINUTES  
AUGUST 19<sup>th</sup>, 2021 – 9<sup>th</sup> 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**

John Meyers offered a plea to the Commission to expedite his road petition for Hickory Drive in Branson to be taken into the county road system.

**CALL COUNTY COMMISSION MEETING TO ORDER**

Presiding Commissioner Mike Scofield called the meeting to order at 9:07 a.m.

**COMMISSION REMARKS**

None.

**REZONING REQUEST**

Scott Starrett, Planning & Zoning Administrator, and Presley Cozort, Permit Technician and Planning & Zoning Coordinator, were present.

**240 BOYD AVE #08-19-2021-01**

The following individuals appeared before the Commission in reference to 240 Boyd Ave:

- Loretta Anna (via telephone), Applicant of 240 Boyd Ave, Branson, MO
- Tom Anna, Applicant of 240 Boyd Ave, Branson, MO

Commissioner Williams moved to approve the Order of the Taney County Commission #0819-2021-01 for Zoning District amendment from A1 to C2. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER of the  
TANEY COUNTY COMMISSION  
FORSYTH, MISSOURI

DATE: August 19, 2021

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on August 9, 2021, the Taney County Planning Commission has recommended the amendment to the Zoning District map grid numbers G17 and F17, Branson Township, from A-1 Agricultural District to C-2 General Commercial District, property owned by Martha Frieda Boyd Rev Trust, parcel numbers 08-3.0-08-000-000-005.000 and 08-3.0-08-000-000-006.000, located at 240 Boyd Ave, Branson, Missouri, and

NOW, THEREFORE, on this 19<sup>th</sup> day of August, 2021, at a duly called meeting of the Taney County Commission, having received the recommendation of the Planning Commission and, after public notice, and in open session, upon motion made and seconded, the Taney County Commission voted 3 in favor and 0 against to amend the Taney County, Missouri Zoning District maps, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.


IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District is amended as follows and pursuant to the information below:


<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
08-3.0-08-000-000-005.000	240 Boyd Ave	F17	Branson	C-2
08-3.0-08-000-000-006.000		G17	Branson	C-2

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Maps shall become effective on the 19th day of August 2021, and a copy of the Order shall be filed in the office of the Planning & Zoning.

TANEY COUNTY COMMISSION

  
Mike Scofield  
Presiding Commissioner

  
Sheila Wyatt  
Commissioner, Eastern District

  
Brandon Williams  
Commissioner, Western District

ATTEST:

  
Donna Neeley, County Clerk

**US HWY 160 #08-19-2021-02**

The following individuals appeared before the Commission in reference to US Hwy 160:

- Kenneth Thurman, Applicant of US Hwy 160, Forsyth, MO
- Cory Roebuck, Representative of land purchaser
- Claude Ayers, of 521 Davis Road, Forsyth, MO

Commissioner Wyatt moved to accept Order number for the Zoning District Amendment #08-19-2021-02. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER NUMBER: 08-19-2021-02

**ORDER of the  
TANEY COUNTY COMMISSION  
FORSYTH, MISSOURI**

DATE: August 19, 2021

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on August 9, 2021, the Taney County Planning Commission has recommended the amendment to the Zoning District map grid number F21, Swan Township, from A-1 Agricultural District to C-2 General Commercial District, property owned by Kenneth and Paula Thurman, parcel number 04-4.0-20-001-001-002.000, located off US Hwy 160, Forsyth, Missouri, and

NOW, THEREFORE, on this 19<sup>th</sup> day of August, 2021, at a duly called meeting of the Taney County Commission, having received the recommendation of the Planning Commission and, after public notice, and in open session, upon motion made and seconded, the Taney County Commission voted 3 in favor and 0 against to amend the Taney County, Missouri Zoning District map, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District be amended as follows and pursuant to the information below:

<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
04-4.0-20-001-001-002.000	US Hwy 160	F21	Swan	C-2

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 19th day of August 2021, and a copy of the Order shall be filed in the office of the Planning & Zoning.

TANEY COUNTY COMMISSION

  
Mike Scofield  
Presiding Commissioner

  
Sheila Wyatt  
Commissioner, Eastern District

  
Brandon Williams  
Commissioner, Western District

ATTEST:

  
Donna Neeley, County Clerk

**PENALTIES AND INTEREST #18-7.0-35-003-001-033.001**

Myka Braschler, Chief Deputy Collector, and Clarence and Barbie Wilcock of 139 Villa Dr, Unit #1, Branson, were present.

Commissioner Wyatt moved to refund penalties and interest that have been paid on parcel #18-7.0-35-003-001-033.001. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #464423 through Check #464490, Warrants #7762 through #7763, and five Journal Entries/Transfers. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*Commissioner Wyatt left the meeting at 9:54 a.m.*

Commissioner Williams moved to approve Check #464355. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

*Commissioner Wyatt entered the meeting at 9:54 a.m.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Wyatt moved to approve Regular Session Minutes for August 9<sup>th</sup>, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), and Wyatt (aye).

Commissioner Wyatt moved to hold Executive Session Minutes for August 9<sup>th</sup>, 2021 until next week. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

# SOLUTION SERVICES AGREEMENT – SUPPLEMENT #21-081S

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Solution Services Agreement by and between Taney County and Encartele, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

## Solutions Services Agreement

Taney County Sheriff's Office



This Agreement ("AGREEMENT"), submitted as of this date of August 16 2021 ("Submitted Date") between the Taney County Sheriff's Office, with an address of 266 Main Street, Forsyth, Missouri, 65653-1005, herein referred to as "PARTICIPANT" and Encartele, Inc., a Nebraska corporation, with an address of 8210 South 109th, La Vista, NE, 68128, herein referred to as "ENCARTELE". PARTICIPANT and ENCARTELE are sometimes referred to individually as a "PARTY" or collectively as the "PARTIES".

### RECITALS

WHEREAS, the PARTICIPANT has requested, and ENCARTELE has submitted, a proposal for the installation of hardware and software as outlined in Exhibit A of this AGREEMENT, herein referred to as "SERVICES" and PARTICIPANT has agreed to accept the terms of the proposal presented;

WHEREAS, the SERVICES will be installed and operated in the PARTICIPANT'S facility and/or facilities, herein referred to as "FACILITY";

WHEREAS, ENCARTELE shall provide the hardware and software, as set forth on Exhibit A hereto (the "EQUIPMENT"), and will use that EQUIPMENT to operate ENCARTELE'S proprietary software platform (the "SOFTWARE" and, together with the EQUIPMENT, the "SYSTEM");

WHEREAS, ENCARTELE will deliver the EQUIPMENT and provide the PARTICIPANT with a limited license to use the SOFTWARE, and the PARTICIPANT will accept the EQUIPMENT and make use of the SOFTWARE and the SYSTEM, in each case, pursuant to the terms and subject to the conditions set forth herein.

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

**AGREEMENT TERM:** This AGREEMENT shall have a term of 5 years commencing on August 16, 2021 ("Effective Date") and terminating sixty (60) months thereafter. Upon completion of the initial term, ENCARTELE agrees to offer to PARTICIPANT the option of extending the term of this AGREEMENT for two (2) additional one (1) year periods. This renewal or extension shall be upon the same terms and conditions as the original AGREEMENT, unless otherwise changed and agreed upon by both parties, and shall be automatically renewed at the end of the initial term. If PARTICIPANT intends not to exercise its option, it shall specifically notify ENCARTELE in writing at least thirty (30) days prior to expiration of this AGREEMENT.

**TERMINATION:** This AGREEMENT may be terminated by either party, for cause. In such case, the party requesting termination must define in writing the reason for said termination and allow the other party the opportunity to cure the said reason within 30 days after receipt of the termination request letter. If the said reason is not cured within the 30-day time frame, the party requesting termination may terminate the contract.

**NO COST INSTALLATION:** ENCARTELE will: (i) arrange for the delivery of the EQUIPMENT to the FACILITY, (ii) load the SOFTWARE onto the EQUIPMENT, (iii) coordinate the installation of the EQUIPMENT in designated locations within the FACILITY, (iv) reuse/extend existing data cables to necessary locations, (v) provide updated staff training on administrative SYSTEM features and functionality, all at no charge to the PARTICIPANT.

**NO COST SERVICE & MAINTENANCE:** ENCARTELE will service and maintain the EQUIPMENT in each Facility pursuant to the Software and Hardware Service Level Agreement, (the "Service Agreement") as set forth on Exhibit C.

**EQUIPMENT TITLE:** ENCARTELE shall retain title to the EQUIPMENT and the SYSTEM, provided by ENCARTELE, during the term of this agreement. The PARTICIPANT agrees to make reasonable efforts to ensure that none of the EQUIPMENT is damaged by misuse or neglect, including, without limitation, by misuse by the inmates.

**RATES:** Inmates, friends and family, and visitors of the FACILITY shall be charged rates as outlined in Exhibit B - Revenue Share and Usage Rates, for SERVICES provided by the SYSTEM by ENCARTELE. ENCARTELE reserves the right to change the usage rates, upon (30) days' notice to PARTICIPANT.

**GSA PROPOSAL FOR JUDICIAL FACILITY DOORS #21-092M**

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

Commissioner Wyatt moved to approve the GSA Proposal for Judicial Facility Doors as presented with option 3 by and between DH Pace Company and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



Everything Doors Since 1926  
 reg # 33QGS  
 INSH# 06-574-6984  
 Customer Name: Taney County Jail  
 Address:  
 City, State, Zip: Forsyth, MO  
 Contact: Scott Terpening  
 Phone: Cell: (417) 353-0430; jstt.terpening@dhpace.com  
 Fax: Jeff Begley

Date: August 4, 2021  
 Quote #: SPF-2021-06-30-TCJ-AE-01



Contract #: 47QSWA20D002B  
 Prices quoted are effective for 90 Days  
 FOB Point: Origin  
 Warranty: Standard Commercial  
 Standard Delivery: 30 Days ARO. Expedited Shipping may be available.

IC Rep: Holly Terhune

**GSA Proposal**

em	Catalog No.	Description	Unit Qty	Unit Price (sell)	Amount
		<b>SIN 334290 PRODUCTS</b>			
1			\$	-	\$ -
2			\$	-	\$ -
3		<b>OPEN MARKET</b>			
4		Option 1			
5		Besam SL500 Single Automatic Slider	1 \$	5,384.38	\$ 5,384.38
6		ITI 1/4" Clear Tempered Glass 57 sqft @ \$3.40 per sqft	1 \$	295.62	\$ 295.62
7	LABOR SIN 541513	Labor and Installation	17 \$	109.00	\$ 1,853.00
8			\$	-	\$ -
9		Option 2			
10		Besam T67 Bi-Part Automatic Telescopic Slider w/ Transom	1 \$	8,446.11	\$ 8,446.11
11		ITI Clear Insulated Glass 1-1/2" Total Thickness 52sqft @ \$7.60 per sqft	1 \$	652.08	\$ 652.08
12		ITI 1/4" Clear Tempered Glass 18 sqft @ \$3.40 per sqft	1 \$	93.35	\$ 93.35
13		Break metal (locally sourced)	1 \$	496.46	\$ 496.46
14	LABOR SIN 541513	Labor and Installation	21 \$	109.00	\$ 2,289.00
15			\$	-	\$ -
16		* Option 3			
17		Besam SL500 Bi Part Automatic Slider	1 \$	7,965.48	\$ 7,965.48
18		ITI 1/4" Clear Tempered Glass 100 sqft @ \$3.40 per sqft	1 \$	518.52	\$ 518.52
19	LABOR SIN 541513	Labor and Installation	16 \$	109.00	\$ 1,744.00
20			\$	-	\$ -
21			\$	-	\$ -
22			\$	-	\$ -
23		<b>ANCILLARY Truck Charge</b>			
24			\$	-	\$ -
25			\$	-	\$ -
26			\$	-	\$ -
27			\$	-	\$ -
28			\$	-	\$ -
				<b>Total</b>	<b>\$ 29,738.00</b>

Material: SIN 334290	\$ -
Open Market	\$ 23,852.00
Labor SIN 541513	\$ 5,886.00
ANCILLARY Truck Charge	\$ -
<b>Total:</b>	<b>\$ 29,738.00</b>

Notes:  
 SCOPE OF WORK: Remove and dispose of existing door panels and operator. Furnish and install the above Besam Automatic Door equipment. Coordinate with electrical and security contractors. Test and verify proper equipment operation with building owner.

**Send Orders To: gsaolutions@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**

*Mike Scofield* Commissioner  
 TYPE OR PRINT NAME OF BUYER

Business Size: Large  
 Payment Terms: Net 30  
 Government Purchase Cards: Accepted

ACCEPTANCE DATE: \_\_\_/\_\_\_/\_\_\_  
 MM/DD/YYYY

SIGNATURE OF:  Owner  Partner  Officer (Indicate Which)

**NOTICE OF TERMINATION WITH TOMO DRUG TESTING #21-094HR**

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

Commissioner Williams moved to approve the Notice of Termination to be sent to TOMO Drug Testing. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-094HR

**NOTICE OF TERMINATION**

To: Tomo Drug Testing  
2055 South Stewart Ave  
Springfield, Missouri 65804

The County of Taney, Missouri, hereby provides notice of termination of the service provider agreement for drug screening services, said termination to be effective 30 days after the date of this notice.

Date: 08/19/2021

By: Mike Scofield  
Mike Scofield, Presiding Commissioner

ATTEST: Donna Neeley  
Donna Neeley, County Clerk

**PURCHASE OF SEWER DISTRICT BUILDING – CONTRACT FOR SALE OF REAL ESTATE & GENERAL WARRANTY DEED #21-018CM**

Brad Allbritton, Taney County Regional Sewer District Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the contract for sale of Real Estate by and between Taney County Regional Sewer District and Taney County and authorize Presiding Commissioner Scofield to execute the contract. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT FOR CULVERTS #21-095RB**

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

Commissioner Williams moved to approve agreement by and between Taney County and Scurlock Industries of Springfield. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-095RB

Agreement  
for  
Culverts

THIS AGREEMENT dated the 19<sup>th</sup> day of August 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Scurlock Industries of Springfield, Inc., a Missouri corporation (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 to purchase Culverts ("Equipment") shall include the quotation, Order #0046571, dated August 9, 2021, pursuant to the Request for Bid #20-1294 for Greene County, Missouri, and the bid response, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed \$35,651.00. 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. 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 Quote response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include Greene County, Missouri Contract #20-1294 for reference. 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.

**PERSONNEL POLICY REVISION R-12**

Commissioner Williams moved to approve the revision of Policy Amendment #2021-8-19 to the Personnel Policy Manual. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECESS: 10:22 A.M.**

**RECONVENE: 10:44 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, Denzil Brown, Assistant Road & Bridge Administrator, Dawn Muller, Employee Benefits, Dawn Bilyeu, A/P & Payroll, and Stephanie Spencer, Chief Deputy Clerk.

Discussion ensued.

**EXECUTIVE SESSION 11:08 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNEL)**

*(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.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Lesley Wallace, Administrative Assistant, and Stephanie Spencer, Chief 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 12:03 P.M.**

*The minutes were taken by Stephanie Spencer, Chief Deputy Clerk, and typed by Stephanie Spencer, Chief Deputy Clerk.*

This page left blank intentionally.