

**OFFICIAL  
COMMISSION MINUTES  
NOVEMBER 8<sup>th</sup>, 2021 – 7<sup>TH</sup> DAY OF  
THE OCTOBER 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 #465401 through Check #465473, Warrants #7813 through Warrant #7816, and three Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF PAYROLL**

Commissioner Williams moved to approve payroll. Commissioner Wyatt 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 November 1<sup>st</sup>, 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 November 1<sup>st</sup>, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**COURT ORDERS**

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to approve Exhibit "A" dated November 8, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**Exhibit "A"**

CLERICAL ERROR																
Exhibit: <i>A</i>		Date: <i>8 Nov 2021</i>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
212159	2021	0000-00-00	2021-11-02	08-8.0-33-003-001-029.305	BMA INVESTMENTS LLC	CLERICAL ERROR	93760	-395240	0	0	0	0		<i>/</i>		

**PERSONAL PROPERTY ADD-ON REPORT FOR OCTOBER 2021**

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to approve the Add On and Abatements for October 2021 presented by the County Clerk. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT FOR PURCHASE OF FUEL FOR THE M. GRAHAM CLARK AIRPORT #21-132AIR**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement and purchase of fuel by and between Taney County and Naegler Oil Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-132AIR

**AGREEMENT FOR PURCHASE OF FUEL FOR THE M. GRAHAM CLARK AIRPORT**

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of Nov, 2021, by and between the Taney County Commission on behalf of **Taney County, Missouri**, hereinafter referred to as "County," and **Naegler Oil Company, Inc.**, hereinafter referred to as "Naegler".

**WHEREAS**, Taney County, Missouri is the owner of Taney County Airport/M. Graham Clark Airfield (hereinafter referred to as "Airport"), located in the County of Taney, State of Missouri; and

**WHEREAS**, County desires to purchase fuels for use and resale at Airport; and

**WHEREAS**, Naegler is a Missouri corporation who distributes fuel products; and

**WHEREAS**, County desires to purchase fuel from Naegler, and Naegler desires to supply fuel products to the County.

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

1. County shall notify Naegler of requests for fuel products and shall attempt to give Naegler timely notification of such requests.
2. Naegler shall supply fuel to County in the types and quantities as requested by the County. Delivery shall be made in a timely manner, as close as possible to the time(s) as requested by County.
3. County shall be allowed to cancel any purchase at any time and receive a full credit for the amount of the purchase that was cancelled.
4. County shall not be subject to any minimums or maximums of purchase amounts.
5. Naegler shall deliver Products to County during normal operating hours. Jet A product will be supplied from the Phillips terminal at Mt. Vernon, Missouri. Back up terminals will be Cahokia, Illinois, Kansas City, Kansas, Memphis, Tennessee or Tulsa, Oklahoma. These terminals will only be used if an outage or breakdown in the pipeline operation occurs. 100 octane LL will be supplied primarily from Kansas City or St. Louis, based on availability and pricing. If Memphis, Tennessee has a better price and results in a substantial savings to County, Naegler will supply 100 octane LL from Memphis, Tennessee.
4. Naegler will deliver requested quantities of Jet Fuel from the Mt. Vernon, MO terminal to Airport in amounts requested with no minimum freight charge. Freight will be charged on a per-gallon-delivered basis with no minimum load fee. No split load fees will be charged to County on Jet Fuel.

**AUTHORIZATION TO INSPECT AND SIGN FOR FEDERAL SURPLUS PROPERTY**

Commissioner Williams moved to approve authorization form to inspect and sign for Federal Surplus Property. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MARRIAGE AND DISSOLUTION FEES/DOMESTIC VIOLENCE SHELTER FUND**

Melanie Smith, Treasurer, was present.

Commissioner Williams moved to award Marriage and Dissolution Fees/Domestic Violence Shelter Fund to the Crisis Center also known as the Women’s Crisis Center of Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



**GOODNIGHT HOLLOW ROAD PROJECT EASEMENTS #21-129RB**

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

Commissioner Williams moved to approve Temporary Construction Easement by and between Taney County and Bobby Boyce and Mickey Boyce, husband and wife. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE, made this 28 day of October, 2021, by and between Bobby Boyce and Mickey Boyce, husband and wife, of the County of Taney, State of Missouri ("Grantor") and Taney County, Missouri, c/o Taney County Commission, a body politic and corporate ("Grantee"). The mailing address of Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Taney, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public road and bridge improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (5) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

Commissioner Williams moved to approve the Drainage Easement by and between Bobby Boyce and Mickey Boyce, husband and wife and Taney County, Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**DRAINAGE EASEMENT**

THIS INDENTURE, made this 28 day of October, 2021, by and between Bobby Boyce and Mickey Boyce, husband and wife, of the County of Taney, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and Taney County, Missouri, c/o Taney County Commission, hereinafter called "Grantee." The mailing address of the Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interests in real estate in the County of Taney, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF DRAINAGE EASEMENT AREA)

TO HAVE AND TO HOLD the same for use as a drainage way for storm water runoff, and for constructing and maintaining such drainage ways, channels, storm sewers, and storm water detention facilities together with all appurtenances necessary for the proper conveyance or storage of storm water runoff, or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the Grantee.

Said Grantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of storm water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the Grantee.

Said Grantor further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Grantor:

Bobby Boyce

Bobby Boyce

Mickey Boyce

Mickey Boyce



Commissioner Williams moved to approve the Drainage Easement by and between Patrick R. Finkbone and Taney County, Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**DRAINAGE EASEMENT**

THIS INDENTURE, made this 18 day of October, 2021, by and between Patrick R. Finkbone, a single person, of the County of Taney, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and Taney County, Missouri, c/o Taney County Commission, hereinafter called "Grantee." The mailing address of the Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interests in real estate in the County of Taney, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF DRAINAGE EASEMENT AREA)

TO HAVE AND TO HOLD the same for use as a drainage way for storm water runoff, and for constructing and maintaining such drainage ways, channels, storm sewers, and storm water detention facilities together with all appurtenances necessary for the proper conveyance or storage of storm water runoff, or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the Grantee.

Said Grantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of storm water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the Grantee.

Said Grantor further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Grantor:



Patrick R. Finkbone

Commissioner Williams moved to approve the Temporary Construction Easement by and between Patrick R. Finkbone and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE, made this 18 day of October, 2021, by and between Patrick R. Finkbone, a single person, of the County of Taney, State of Missouri ("Grantor") and Taney County, Missouri, c/o Taney County Commission, a body politic and corporate ("Grantee"). The mailing address of Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Taney, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public road and bridge improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (5) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.



**BID RECOMMENDATION FOR VETERINARY SERVICES #202109-486**

Sherry Simpson, Animal Control Supervisor, and Nikki Lawrence, Purchasing Director & Legal Liaison, were present.

Commissioner Williams moved to award BID #202109-486 for Branson Veterinary Hospital of Branson, Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECOMMENDATION FOR WELLNESS COMMITTEE VACANCIES**

Nikki Lawrence, Wellness Committee Chairman, was present.

Commissioner Wyatt moved to approve the recommendation from the Wellness Committee to appoint Shanna Tilley and Stephanie Spencer to that committee. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PARK BOARD RESIGNATION ACCEPTANCE AND APPOINTMENT OF BOARD MEMBERS**

Commissioner Williams moved to accept the resignation from Rickey Loe Gandy III from the Park Board. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to appoint Stephen Lampone to the vacancy left by Rickey Gandy which should end on December 31, 2023 to the Park Board. Commissioner Wyatt seconded the motion with a question. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**DISCUSSION OF RE-ESTABLISHING LIBRARY DISTRICT BOARD**

Marcia Schemper-Carlock, Library Director, and Harry Styron, Attorney, were present to discuss the possibility of the Commission establishing Sub-district for the Library Board.

**INSURANCE DISCUSSION**

John Akers, Insurance Broker of Record for Taney County Representing Ollis|Akers|Arney, Erica Gaynor, Ollis|Akers|Arney Account Executive, and Dawn Muller, Employee Benefits, were present.

Commissioner Williams moved to stay with Cox and accept the 5% renewal increase. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to accept the offer by Delta for both Vision and Dental. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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

Commissioner Williams moved to keep the dependent co-pay and employee pay the same as 2021 – 100% percent employee and 50% percent dependent on medical. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MONTHLY BUDGET REPORT**

David Clark, County Auditor, presented the October 2021 Monthly Budget Report to the Commission.

**PRESENTATION OF 2022 PRELIMINARY BUDGET DOCUMENT PER SECTION 50.540 RSMo.**

David Clark, County Auditor, presented the 2022 Preliminary Budget Document to the Commission.

**RECESS: 11:14 A.M.**

**RECONVENE: 11:31 A.M.**

**2022 PRELIMINARY BUDGET DISCUSSIONS**

*(Taney County Commission Conference Room)*

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

Also present: David Clark, County Auditor, Jana Johnson, Deputy Auditor for the Taney County Auditor's Office, Devin Huff, Road & Bridge Administrator, Noah Prahlow, and Stephanie Spencer, Chief Deputy Clerk.

**EXECUTIVE SESSION: 11:59 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & 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: 12:38 P.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 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: 12:52 P.M.**

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