

**OFFICIAL  
COMMISSION MINUTES  
MAY 10<sup>th</sup>, 2022 – 6<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), and Sheila Wyatt (present).

**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 Wyatt moved to approve Checks #467465 through Check #467536, Warrant #7909 and Warrants #7911 through #7914 and Journal Entries/Transfers number one and number three. 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 Wyatt moved to approve the Executive Session Minutes for May 2<sup>nd</sup>, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Regular Session Minutes for May 2<sup>nd</sup>, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MONTHLY BUDGET REPORT**

David Clark, County Auditor, presented the April 2022 Monthly Budget Report.

**PERSONAL PROPERTY ABATEMENTS AND ADD-ONS REPORT FOR APRIL 2022**

Commissioner Wyatt moved to accept the Personal Property Abatement and Add-On Report for April 2022 to be added into record. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MEMORANDUM OF UNDERSTANDING – SRO – TANEYVILLE & BRADLEYVILLE  
#22-040S**

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Memorandum of Understanding by and between Taney County Sheriff Office, Taney County, and Taneyville R2 School District. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-040S

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), and TANEYVILLE R-II SCHOOL DISTRICT (“District”).**

**WITNESSETH THAT:**

**WHEREAS**, the provisions of Section 70.210 to 70.320, inclusive, RSMo., as amended, empower political subdivisions to contract and cooperate with any other political subdivision for a common service; and

**WHEREAS**, the District desires to provide safe schools and a safe learning environment for its students and educators, including the presence of School Resource Officers (“SRO”) within the District’s facilities; and

**WHEREAS**, the County and TCSO have agreed to assign officers employed by TCSO to the District in the capacity of SRO in accordance with the terms and conditions contained herein; and

**WHEREAS**, the County and TCSO, in return for the consideration set forth herein, will assign TCSO officers to the District in the capacity of SRO.

**NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:**

1. The term of this MOU begins on August 1, 2022 and ends July 31, 2023. The parties may agree to extend the term of this MOU in a written addendum signed by each party.
2. The County and TCSO shall provide, and the District shall receive, services of one (1) TCSO officer to serve as the SRO for the District.
3. The District agrees to reimburse the County an annual amount of Fourteen Thousand Five Hundred and Sixty-Two Dollars (\$14,562), which equates to 25% of the base salary and benefits package of a newly-hired officer, which may be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District’s receipt of an invoice for payment from the County.

Commissioner Williams moved to approve the Memorandum of Understanding by and between Taney County Sheriff Office, Taney County Missouri, and Bradleyville R1 School District. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-040S

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is entered into by and between TANEY COUNTY, MISSOURI ("County"), the TANEY COUNTY SHERIFF'S OFFICE ("TCSO"), and BRADLEYVILLE R-I SCHOOL DISTRICT ("District").

**WITNESSETH THAT:**

**WHEREAS**, the provisions of Section 70.210 to 70.320, inclusive, RSMo., as amended, empower political subdivisions to contract and cooperate with any other political subdivision for a common service; and

**WHEREAS**, the District desires to provide safe schools and a safe learning environment for its students and educators, including the presence of School Resource Officers ("SRO") within the District's facilities; and

**WHEREAS**, the County and TCSO have agreed to assign officers employed by TCSO to the District in the capacity of SRO in accordance with the terms and conditions contained herein; and

**WHEREAS**, the County and TCSO, in return for the consideration set forth herein, will assign TCSO officers to the District in the capacity of SRO.

**NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:**

1. The term of this MOU begins on August 1, 2022 and ends July 31, 2023. The parties may agree to extend the term of this MOU in a written addendum signed by each party.
2. The County and TCSO shall provide, and the District shall receive, services of one (1) TCSO officer to serve as the SRO for the District.
3. The District agrees to reimburse the County an annual amount of Fourteen Thousand Five Hundred and Sixty-Two Dollars (\$14,562), which equates to 25% of the base salary and benefits package of a newly-hired officer, which may be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District's receipt of an invoice for payment from the County.

**MAINTENANCE AGREEMENT – LOANER (PRINTER) #22-049RB**

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

Commissioner Williams moved to approve the Maintenance Agreement by and between Taney County and Gibbs Technology Company dba GFI Digital Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



**MAINTENANCE AGREEMENT**

BILL TO			SHIP TO		
<i>Company</i> Taney County Courthouse			<i>Company</i> Taney County Courthouse		
<i>Address</i> 132 David St.			<i>Address</i> 132 David St.		
<i>City</i> Forsyth	<i>State</i> MO	<i>Zip</i> 65653	<i>City</i> Forsyth	<i>State</i> MO	<i>Zip</i> 65653
<i>Phone</i>		<i>Fax</i>	<i>Phone</i>		<i>Fax</i>
<i>Contact</i> Nikki Lawrence			<i>Contact</i> Nikki Lawrence		
<i>PO#</i>			<i>Contact for Meter Read</i>		

**EQUIPMENT:**

Model Sharp MX-4140 Serial # 45001884 Equipment ID # BV 604

**PROGRAM TYPE:**

Supply Inclusive: Includes parts, labor, drums, toner and developer; does not include paper or staples

**CONTRACT TERMS:**

Length of Contract Annual Contract Start Date \_\_\_\_\_ Contract Base Billing Cycle monthly  
 B/W monthly Base Rate \_\_\_\_\_ # monthly of Copies/Prints \_\_\_\_\_ monthly B/W Overage \$0.0121  
 Color monthly Base Rate \_\_\_\_\_ # monthly of Copies/Prints \_\_\_\_\_ monthly Color Overage \$0.0898  
 Beginning Meter Read \_\_\_\_\_ Beginning Meter Read Date \_\_\_\_\_

**SPECIAL INSTRUCTIONS \* Refer to Sec 9 for Customer Initial**

\_\_\_\_\_  
 \_\_\_\_\_

Taney County Courthouse  
 COMPANY NAME  
Mike Scofield 05/10/2022  
 AUTHORIZED SIGNATURE DATE  
Mike Scofield Presiding Commissioner  
 PRINT NAME & TITLE

**GFI DIGITAL, INC.**  
 COMPANY NAME  
 \_\_\_\_\_  
 WITNESS DATE  
 \_\_\_\_\_  
 PRINT NAME & TITLE

**NOTICE OF RENEWAL FOR AGGREGATE ROCK #22-047RB**

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

**CATEGORY 1(A)**

Commissioner Williams moved to approve Notice of Renewal by and between Table Rock Asphalt Construction Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-047RB(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 aggregate rock products, commencing May 13, 2022, for a period of (1) one year, which will expire on May 12, 2023. A copy of this agreement is attached hereto as Exhibit A.

Mike Scofield  
Mike Scofield, Presiding Commissioner

Date: 05/10/2022

**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: 5/10/2022

**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: 5/10/2022

**CATEGORY 1(B)**

Commissioner Williams moved to approve Notice of Renewal by and between APAC Central Incorporated and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-047RB(b)

**NOTICE OF RENEWAL**

To: APAC - Central, Inc., Kirt Younger, Authorized Representative, P.O. Box 9208, Fayetteville, Arkansas, 72702

Notice is given that the County of Taney, Missouri hereby renews its agreement with APAC - Central, Inc., for aggregate rock products, commencing May 13, 2022, for a period of (1) one year, which will expire on May 12, 2023. A copy of this agreement is attached hereto as Exhibit A.

*Mike Scofield*  
Mike Scofield, Presiding Commissioner

Date: 05/10/2022

**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: 5/10/2022

**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: 5/10/2022

**CATEGORY 1(C)**

Commissioner Williams moved to approve Notice of Renewal by and between Capital Materials, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-047RB(c)

**NOTICE OF RENEWAL**

To: Capital Materials, LLC, Richard Morris, Authorized Representative, 3240 E. Ridgeview Street, Springfield, Missouri, 65804

Notice is given that the County of Taney, Missouri hereby renews its agreement with Capital Materials, LLC, for aggregate rock products, commencing May 13, 2022, for a period of (1) one year, which will expire on May 12, 2023. A copy of this agreement is attached hereto as Exhibit A and a copy of the pricing term sheet is attached hereto as Exhibit B.

*Mike Scofield*  
Mike Scofield, Presiding Commissioner

Date: 05/10/2022

**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: 5/10/2022

**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: 5/10/2022

**CATEGORY 1(D)**

Commissioner Williams moved to approve Notice of Renewal by and between American R & C, LLC aka Buchanan Materials & Tri-Lakes Redi-Mix and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-047RB(d)

**NOTICE OF RENEWAL**

To: American R & C, LLC aka Buchanan Materials & Tri-Lakes Redi-Mix, Steven Redford, Authorized Representative, 4675 N. Gretna Road, Ste 201, Branson, Missouri, 65616

Notice is given that the County of Taney, Missouri hereby renews its agreement with American R & C, LLC aka Buchanan Materials & Tri-Lakes Redi-Mix, for aggregate rock products, commencing May 13, 2022, for a period of (1) one year, which will expire on May 12, 2023. A copy of this agreement is attached hereto as Exhibit A.

*Mike Scofield*  
Mike Scofield, Presiding Commissioner

Date: 05/10/2022

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: 5/10/2022

**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: 5/10/2022



**NOTICE OF RENEWAL FOR AGGREGATE ROCK #22-048RB**

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

**CATEGORY 2(A)**

Commissioner Wyatt moved to approve the Notice of Renewal for Aggregate Rock between Capital Materials LLC and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-048RB(a)

**NOTICE OF RENEWAL**

To: Capital Materials, LLC, Richard Morris, Authorized Representative, 3240 E. Ridgeview Street, Springfield, Missouri, 65804

Notice is given that the County of Taney, Missouri hereby renews its agreement with Capital Materials, LLC, for aggregate rock products (Category 2), commencing May 13, 2022, for a period of (1) one year, which will expire on May 12, 2023. A copy of this agreement is attached hereto as Exhibit A and a copy of the pricing term sheet is attached hereto as Exhibit B.

Mike Scofield  
Mike Scofield, Presiding Commissioner

Date: 05/10/2022

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: 5/10/2022

**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: 5/10/2022

**AGREEMENT FOR TRAFFIC MARKING PAINT #22-046RB**

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

Commissioner Wyatt moved to approve the agreement for Traffic Marking Paint between Taney County and Ennis Flint, Inc. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-046RB

**AGREEMENT**  
for  
Traffic Marking Paint

THIS AGREEMENT dated the 5<sup>th</sup> day of May 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Ennis-Flint, Inc. of Greensboro, North Carolina (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 Traffic Marking Paint ("Product") shall include Quote # 00608152 dated May 3, 2022 and cooperative purchasing MoDOT Statewide Contract #60519CO0619 and any applicable addenda, which is attached hereto and incorporated herein by reference as Exhibit A ("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. The County agrees to purchase the Product from the Contractor and the Contractor agrees to sell to the County the Product provided under this Agreement. The Purchase Price shall not exceed \$24,775.00 as set forth in Quote #00608152 of Exhibit A. 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 date it is fully executed and extend until December 31, 2023. 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 Contract Documents.

4. Billing and Payment. All billing shall be invoiced with specific department information and include contract reference MoDOT Statewide Contract #60519CO0619 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, and any other bid or bid

**FILL DIRT AGREEMENT – JAMES WOBSEY AND JODY WOBSEY**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the agreement between Taney County and James and Judy Wobser. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*Unlimited*

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with James Wobser & Judy Wobser (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.

*Devin Huff*  
Devin Huff County Highway Administrator

5-3-2022  
Date:

**RECESS: 9:23 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, Jack Cole, Road & Bridge Supervisor, David Clark, Auditor, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

Presiding Commissioner *MS*, Eastern Commissioner *LS*; Western Commissioner *W*

**EXECUTIVE SESSION: 9:54 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 SESSION: 10:07 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.

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: 10:16 A.M.**

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