

**OFFICIAL
COMMISSION MINUTES
AUGUST 29th, 2022 – 11th 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

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 #468751 through Check #468816, Warrants #7970 through Warrant #7971 and no Journal Entries/Transfers. Commissioner Wyatt corrected her motion to Checks #468751 through Check #468817. 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).

PUBLIC HEARING FOR PROPOSED REZONING REQUESTS

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

249 INGALLS LANE, HOLLISTER MO, ORDER NO. 08-29-2022-01

275 INGALLS LANE, HOLLISTER, MO, ORDER NO. 08-29-2022-02

297 INGALLS LANE, HOLLISTER, MO, ORDER NO. 08-29-2022-03

LOT #1 & LOT #2 INGALLS LANE, HOLLISTER, MO, ORDER NO. 08-29-2022-04

The following individuals appeared in front of the Commission in reference to Ingalls Lane, Hollister, Missouri:

- Mark Still, representing the owners of the Cedar Acres Subdivision
- Don Ingram – 218 Lakeland Ave. Hollister, Mo.

Commissioner Williams moved to accept and enter into the record Exhibit A. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

- John Cheary – 189 Drowse Ln. Hollister, Mo.
- Teresa Carlin – 259 Ho-Hum Trl. Hollister, Mo.
- Janet Bezzerides - 267 Ho-Hum Trl. Hollister, Mo.
- Berta Snyder – 129 Ho-Hum Trl. Hollister, Mo.
- Sheryl Wolf – 171 Ho-Hum Trl. Hollister, Mo
- David Carlin – 259 Ho-Hum Trl. Hollister, Mo.
- Jody Blair – 201 Tuttle Rd. Hollister, Mo.
- Patrick Haygood – 408 Dale Ave. Hollister, Mo

- Larry Moore – 175 Potential Dr. Hollister, Mo.

Commissioner Williams moved to deny 08-29-2022-01, 02, 03, and 04. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER NUMBER: 08-29-2022-01

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: August 29, 2022

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 8, 2022, the Taney County Planning Commission did not approve or deny to recommend the amendment due to the motion to recommend failed by vote, three (3) Yea and three (3) Nay; to the Zoning District map grid number L15, Oliver Township, from R-1 Single Family Residential District to NR-1 Single Family Nightly Rental District, requested by William and Cathrine Smith, parcel number: 18-7.0-26-003-001-005.000, located at 249 Ingalls Lane, Hollister, Missouri, and

NOW, THEREFORE, on this 29th day of August 2022, 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 to deny and seconded, the Taney County Commission voted 0 in favor and 3 opposed to amend the Taney County, Missouri Zoning District map L15, 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 not be amended as follows and pursuant to the information below:


Parcel Number	Location	Map Grid #	Township	Zoning District
18-7.0-26-003-001-005.000	249 Ingalls Lane	L15	Oliver	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 29th day of August 2022, 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:

 8-29-2022
Donna Neeley, County Clerk

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: August 29, 2022

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 8, 2022, the Taney County Planning Commission did not approve or deny to recommend the amendment due to the motion to recommend failed by vote, three (3) Yea and three (3) Nay; to the Zoning District map grid number L15, Oliver Township, from R-1 Single Family Residential District to NR-1 Single Family Nightly Rental District, requested by Ryan Whitley, parcel number: 18-7.0-26-003-001-006.000, located at 275 Ingalls Lane, Hollister, Missouri, and

NOW, THEREFORE, on this 29th day of August 2022, 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 to deny and seconded, the Taney County Commission voted 0 in favor and 3 opposed to amend the Taney County, Missouri Zoning District map L15, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

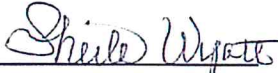
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District ~~not by~~ amended as follows and pursuant to the information below:


<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
18-7.0-26-003-001-006.000	275 Ingalls Lane	L15	Oliver	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 29th day of August 2022, 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:

 8-29-2022
Donna Neeley, County Clerk

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: August 29, 2022

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 8, 2022, the Taney County Planning Commission did not approve or deny to recommend the amendment due to the motion to recommend failed by vote, three (3) Yea and three (3) Nay; to the Zoning District map grid number L15, Oliver Township, from R-1 Single Family Residential District to NR-1 Single Family Nightly Rental District, requested by Brian Dieterle, parcel number: 18-7.0-26-003-001-006.001, located at 297 Ingalls Lane, Hollister, Missouri, and

NOW, THEREFORE, on this 29th day of August 2022, 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 to deny and seconded, the Taney County Commission voted 0 in favor and 3 opposed to amend the Taney County, Missouri Zoning District map L15, 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 not 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>
18-7.0-26-003-001-006.001	297 Ingalls Lane	L15	Oliver	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 29th day of August 2022, 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:

8-29-22

Donna Neeley, County Clerk

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: August 29, 2022

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 8, 2022, the Taney County Planning Commission did not approve or deny to recommend the amendment due to the motion to recommend failed by vote, three (3) Yea and three (3) Nay; to the Zoning District map grid number L15, Oliver Township, from R-1 Single Family Residential District to NR-1 Single Family Nightly Rental District, requested by Branson Cove LLC, parcel numbers: 18-7.0-26-003-001-007.000 and 18-7.0-26-003-001-008.000, located on Ingalls Lane, Hollister, Missouri, and

NOW, THEREFORE, on this 29th day of August 2022, 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 to deny and seconded, the Taney County Commission voted 0 in favor and 3 opposed to amend the Taney County, Missouri Zoning District map L15, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

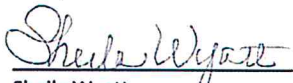
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District ~~not be~~ amended as follows and pursuant to the information below:

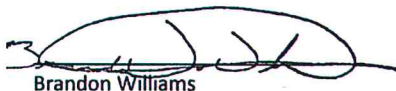
<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
18-7.0-26-003-001-007.000	Lot #2	L15	Oliver	NR-1
18-7.0-26-003-001-008.000	Lot #1	L15	Oliver	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 29th day of August 2022, 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:

 8-29-22
Donna Neeley, County Clerk

333 CORPORATE PLACE, BRANSON, MO, ORDER NO. 08-29-2022-06

Karl Finkenbinder, Attorney, representing William Wilson, and Richard Burkhalter, 1781 Bee Creek Rd. were present.

Commissioner Williams moved to deny Order No. 08-29-2022-06. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER NUMBER: 08-29-2022-06

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

DATE: August 29, 2022

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 8, 2022, the Taney County Planning Commission has recommended the amendment to the Zoning District map grid number G17, Branson Township, from R-2 One and Two Family Residential District to C-2 General Commercial District, requested by William Wilson, parcel number: 08-5.0-16-000-000-025.000, located at 333 Corporate Place, Branson, Missouri, and

NOW, THEREFORE, on this 29th day of August 2022, 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 to deny and seconded, the Taney County Commission voted 0 in favor and 3 opposed to amend the Taney County, Missouri Zoning District map G17, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

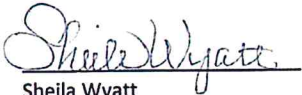
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District not be amended as follows and pursuant to the information below:

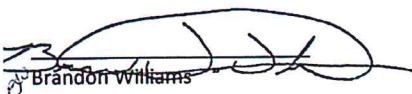
<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
08-5.0-16-000-000-025.000	333 Corporate Place	G17	Branson	C-2

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 29th day of August 2022, 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:

 8-29-22
Donna Neeley, County Clerk

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Session Meeting Minutes for August 23rd, 2022. 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 August 23rd, 2022 and August 25, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

SAINTS STREET APARTMENTS II – CDBG - DR FUNDING

Troy Rasmussen, Development Connections, Lela Gruebel, President at LRG Consulting and Development Inc., and Melissa Duckworth, Emergency Management Assistant, were present.

No decision made.

TANEY COUNTY COLLECTOR PRESENTING TAX SURPLUS FUNDS PER RSMo 140.230

Mona Cope, County Collector, presented the 2022 Tax Sale Surplus Funds to the Commission.

Commissioner Wyatt made the motion according to statute RSMO140.230 that the Collector turns the surplus over to the Treasurer and give them the authority per statute to distribute the surplus to those that apply for it. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



TANEY COUNTY CLERK
Donna J. Neeley



State of Missouri, }
County of Taney }

I Mona Cope, Taney County Collector, swear that the 2022 Tax Sale Surplus Properties Report is a true list and total which is accurate to the best of my knowledge according to RSMo 140.230.

Mona Cope

In Testimony Whereof, I
DONNA NEELEY Clerk of the
County Commission of said County and State, have
hereunto subscribed my name and affixed the seal of
said Commission done at office in Forsyth, MO. This
26th day of August 2022.

Donna Neeley

County Clerk

[Signature]

26 Aug 2022

Deputy Clerk

FILL DIRT AGREEMENT – DANNY BELL

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Danny Bell and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

UN limited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with DANNY BELL (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

8-15-2022
Date:

BID RECOMMENDATION FOR BI-FOLD HANGAR DOOR REPLACEMENT #202207-501

Nikki Lawrence, Purchasing Director & Legal Liaison, and Mike Mulnick, Airport Administrator, were present.

Commissioner Williams moved to award bid #202207-501 to Brookline Doorworks of Springfield, Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR DAY CAB SEMI-TRUCK #22-100RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the agreement for Day Cab Semi-Truck file #22-100RB between Kenworth Inc. dba MHC Kenworth and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-100RB

Agreement
For
Day Cab Semi Truck

THIS AGREEMENT dated the 29th day of August 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Ozark Kenworth Inc. dba MHC Kenworth of Leawood, Kansas ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of a day cab semi truck ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202208-505 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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 purchased under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$199,173.00, excluding FET. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid number 202208-505 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 specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR ELECTRICAL WORK #22-099M

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

Commissioner Williams moved to approve the agreement for electrical work by and between Taney County and Castro Electric, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-099M

Agreement
For
Electrical Work
(Term & Supply)

THIS AGREEMENT dated the 29th day of August 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Castro Electric, 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 for the purchase of Electrical Work ("Services") for all Taney County facilities shall include the Contractor's bid response to County's Request For Bid # 202207-502 and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A ("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. Services, and or, any equipment, provided under this Agreement shall not exceed the costs, or fees, as quoted in the table set forth in paragraph 2.91 of Contractor's signed bid response on page 13. The County agrees to this term & supply purchase allowing Contractor to act as the Primary supplier for Electrical Work for all County property and facilities on an "as needed" basis with scheduling being completed via mutual agreement with the specific Taney County Department. If at any point in time should unexpected issues arise which may hinder or delay Contractor availability, whether billing or communication problems with Contractor, County may consider all options including the next lowest Bidder.

3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This agreement shall automatically renew for three (3) additional twelve (12) month terms, unless either party provides 30 days' advance written notice of termination of this Agreement, subject to the termination provisions set forth in paragraph 7, below.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202207-502 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 specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

LEASE AGREEMENT WITH H & A AIRCRAFT SERVICES, LLC #22-097AIR

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

Commissioner Williams moved to approve the lease agreement with H & A Aircraft Services LLC by and between H & A Aircraft Services, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-100AIR

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 29th day of August, 2022, by and between the Taney County Commission on behalf of Taney County, Missouri, hereinafter referred to as "County" or "Lessor," and H & A Aircraft Services, LLC, an Arkansas limited liability company in good standing, hereinafter referred to as "Lessee".

WHEREAS, Taney County, Missouri is the owner of Taney County Airport (hereinafter referred to as "Airport"), located in the County of Taney, State of Missouri; and

WHEREAS, County has space available for an aircraft maintenance operation, and said aircraft maintenance operation could be of use to customers of the airport; and

WHEREAS Lessee is desirous of securing and entering into an agreement (hereinafter referred to as "Agreement") to provide adequate facilities and services to meet the demands of the public, patrons, and other persons at the Airport for aircraft maintenance services;

NOW THEREFORE, the parties hereto, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed and the consideration to be paid to County by Lessee, do agree as follows:

LEASED PREMISES, TERM, RENTAL

That in consideration of the covenants and agreements herein contained on the part of the Lessee to be observed and performed, the Lessor does hereby lease and demise unto the Lessee and the Lessee does hereby take, lease and hire from the Lessor the premises which consists of certain space at the Taney County Airport/M. Graham Clark Airfield, located at Point Lookout, Taney County, Missouri, said premises more particularly described as follows:

Hangar #1, excluding the portion of the hangar currently used to store two R-44 helicopters and associated equipment.

To have and to hold unto the Lessee, its successors and assigns, for the term of one (1) year commencing the 1st day of September, 2022, and ending on the 31st day of August, 2023. At the expiration of the term of this Agreement, the agreement may be extended or a new agreement entered into after negotiation, upon the approval, in writing, of both parties.

Lessee shall pay rent to Lessor in the amount of **ONE THOUSAND DOLLARS AND ZERO CENTS (\$1,000)** per month. Said rent is due in advance on the first day of each month. The rent shall be paid at the office of the Airport Manager at the Taney County Airport or at such place designated by said Airport Manager.

**ADDENDUM TO ANIMAL CONTROL JURISDICTIONAL AGREEMENT #22-094AC
ADDENDUM FOR THE VILLAGE OF BULL CREEK
ADDENDUM FOR THE CITY OF FORSYTH
ADDENDUM FOR THE CITY OF HOLLISTER
ADDENDUM FOR THE CITY OF MERRIAM WOODS
ADDENDUM FOR THE CITY OF ROCKAWAY BEACH
ADDENDUM FOR THE VILLAGE OF SADDLEBROOKE**

Sherry Simpson, Animal Control Supervisor, was present.

Commissioner Williams moved to approve the Addendum to Animal Control Jurisdictional Agreements, 3rd Addendum with City of Village Bull Creek, 3rd Addendum with City of Forsyth, 3rd Addendum with City of Hollister, 2nd Addendum with City of Merriam Woods, 3rd Addendum with City of Rockaway Beach, and 2nd Addendum with Village of Saddlebrooke and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADDENDUM FOR THE OF VILLAGE BULL CREEK

No. 22-094AC

THIRD ADDENDUM TO AGREEMENT
(Animal Control)

This Third Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the Village of Bull Creek ("Village"), a village.

WHEREAS, County and Village entered into an Agreement for animal control, dated April 2, 2018 ("Agreement"); and

WHEREAS, County and Village entered into an Addendum to the Agreement, dated March 29, 2019 ("Addendum"); and

WHEREAS, County and Village entered into a Second Addendum to the Agreement, dated June 14, 2021 ("Second Addendum"); and

WHEREAS, County and Village 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 therein, the parties agree as follows:

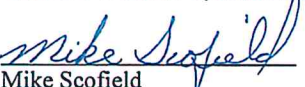
1. The parties agree to amend the Agreement to delete, remove, and replace the quoted price for euthanasia services and to insert the price of \$40.37 in its place.

The parties further agree to delete, remove, and replace the quoted price for the mileage rate and to insert the price of \$0.55 per mile in its place.

2. This Addendum is subject to the Agreement and any applicable Addenda and to each and every term, covenant, condition and agreement set forth therein. County and Village continue to be bound by the terms of the Agreement and Addenda. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI


Mike Scofield
Presiding Commissioner
Taney County Commissioner

Date: 08/29/2022

VILLAGE OF BULL CREEK

By:
Title:

Date: _____

ADDENDUM FOR THE CITY OF FORSYTH

No. 22-094AC

**THIRD ADDENDUM TO AGREEMENT
(Animal Control)**

This Third Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Forsyth ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated April 30, 2018 ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated April 29, 2019 ("Addendum"); and

WHEREAS, County and City entered into a Second Addendum to the Agreement, dated June 14, 2021 ("Second Addendum"); and

WHEREAS, County and City 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 therein, the parties agree as follows:

1. The parties agree to amend the Agreement to delete, remove, and replace the quoted price for euthanasia services and to insert the price of \$40.37 in its place.

The parties further agree to delete, remove, and replace the quoted price for the mileage rate and to insert the price of \$0.55 per mile in its place.

2. This Addendum is subject to the Agreement and any applicable Addenda and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

CITY OF FORSYTH

Mike Scofield
Mike Scofield
Presiding Commissioner
Taney County Commissioner

By:
Title:

Date: 08/29/2022

Date: _____

ADDENDUM FOR THE CITY OF HOLLISTER

No. 22-094AC

**THIRD ADDENDUM TO AGREEMENT
(Animal Control)**

This Third Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Hollister ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated June 7, 2018 ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated April 4, 2019 ("Addendum"); and

WHEREAS, County and City entered into a Second Addendum to the Agreement, dated June 14, 2021 ("Second Addendum"); and

WHEREAS, County and City 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 therein, the parties agree as follows:

1. The parties agree to amend the Agreement to delete, remove, and replace the quoted price for euthanasia services and to insert the price of \$40.37 in its place.

The parties further agree to delete, remove, and replace the quoted price for the mileage rate and to insert the price of \$0.55 per mile in its place.

2. This Addendum is subject to the Agreement and any applicable Addenda and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addenda. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

Mike Scofield
Mike Scofield
Presiding Commissioner
Taney County Commissioner

Date: 08/29/2022

CITY OF HOLLISTER

By: _____
Title:

Date: _____

ADDENDUM FOR THE CITY OF MERRIAM WOODS

No. 22-094AC

SECOND ADDENDUM TO AGREEMENT
(Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Merriam Woods ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated _____ ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated June 14, 2021 ("Addendum"); and

WHEREAS, County and City 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 therein, the parties agree as follows:

1. The parties agree to amend the Agreement to delete, remove, and replace the quoted price for euthanasia services and to insert the price of \$40.37 in its place.

The parties further agree to delete, remove, and replace the quoted price for the mileage rate and to insert the price of \$0.55 per mile in its place.

2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

Mike Scofield
Mike Scofield
Presiding Commissioner
Taney County Commissioner

Date: 08/29/2022

CITY OF MERRIAM WOODS

By:
Title:

Date: _____

ADDENDUM FOR THE CITY OF ROCKAWAY BEACH

No. 22-094AC

THIRD ADDENDUM TO AGREEMENT
(Animal Control)

This Third Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the City of Rockaway Beach ("City"), a city of the fourth classification.

WHEREAS, County and City entered into an Agreement for animal control, dated March 26, 2018 ("Agreement"); and

WHEREAS, County and City entered into an Addendum to the Agreement, dated April 5, 2019 ("Addendum"); and

WHEREAS, County and City entered into a Second Addendum to the Agreement, dated June 14, 2021 ("Second Addendum"); and

WHEREAS, County and City 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 therein, the parties agree as follows:

1. The parties agree to amend the Agreement to delete, remove, and replace the quoted price for euthanasia services and to insert the price of \$40.37 in its place.

The parties further agree to delete, remove, and replace the quoted price for the mileage rate and to insert the price of \$0.55 per mile in its place.

2. This Addendum is subject to the Agreement and any applicable Addenda and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and Addenda. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

CITY OF ROCKAWAY BEACH

Mike Scofield
Mike Scofield
Presiding Commissioner
Taney County Commissioner

By:
Title:

Date: 08/29/2022

Date: _____

ADDENDUM FOR THE VILLAGE OF SADDLEBROOKE

No. 22-094AC

SECOND ADDENDUM TO AGREEMENT
(Animal Control)

This Second Addendum, entered into on the date set forth below, by and between Taney County, Missouri ("County"), a county of the first classification, and the Village of Saddlebrooke ("Village"), a village.

WHEREAS, County and Village entered into an Agreement for animal control, dated December 30, 2019 ("Agreement"); and

WHEREAS, County and Village entered into an Addendum to the Agreement, dated June 14, 2021 ("Addendum"); and

WHEREAS, County and Village 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 therein, the parties agree as follows:

1. The parties agree to amend the Agreement to delete, remove, and replace the quoted price for euthanasia services and to insert the price of \$40.37 in its place.

The parties further agree to delete, remove, and replace the quoted price for the mileage rate and to insert the price of \$0.55 per mile in its place.

2. This Addendum is subject to the Agreement and Addendum and to each and every term, covenant, condition and agreement set forth therein. County and Village continue to be bound by the terms of the Agreement and Addendum. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI

Mike Scofield
Mike Scofield
Presiding Commissioner
Taney County Commissioner

Date: 08/29/2022

VILLAGE OF SADDLEBROOKE

By:
Title:

Date: _____

SHERIFF'S DEPARTMENT AGREEMENTS #22-096

Brad Daniels, Sheriff, was present.

-TERMINAL:

HOLLISTER PD

-NON-TERMINAL:

COUNTY PROSECUTING ATTORNEY

FORSYTH PD

MERRIAM WOODS PD

ROCKAWAY BEACH PD

HOLLISTER CIRCUIT COURT – MUNICIPAL DIVISION

-MANAGEMENT CONTROL:

TCSO AND TANEY COUNTY IT DEPT.

-INFORMATION EXCHANGE:

FORSYTH PD

MERRIAM WOODS PD

HOLLISTER PD

Presiding Commissioner *ms* Eastern Commissioner *EG*; Western Commissioner *AS*

No action was taken. Being reviewed by attorney.

FEE AGREEMENT FOR CORRECTION OFFICER TRAINING #22-089S

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

Commissioner Williams moved to approve the fee agreement for Correction Officer Training. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-089S

**FEE AGREEMENT
FOR
CORRECTION OFFICER TRAINING**

Taney County, a Missouri County of the First Classification agrees to allocate fees, in the amount of Sixteen Thousand Dollars and No Cents (\$16,000.00), for payment of Correction Officer Training for four (4) employees, which includes Police Academy tuition and fees and necessary materials, equipment, supplies and books.

In return for compensation and employee benefits while employed as a Correction Officer and while attending the Police Academy, employee will remain employed in good standing with Taney County for at least two (2) years following the completion of the Police Academy.

If at any time during the two (2) years, the employee resigns from employment from the County or is terminated from employment for cause, the employee shall reimburse 100% of the amount paid by the County, which includes Police Academy tuition and fees and necessary materials, equipment, supplies and books. However, no reimbursement shall be owed by Employee in the event that the employee is required to terminate employment due to a disabling illness or injury occurring while in training or while on duty following training or for other circumstances beyond the employee's control. Any reimbursement less than the total amount owed by Employee shall be determined through, and approved by, the Commission and the Sheriff. The County retains sole discretion to determine the employee's qualification for no reimbursement.

Mike Scofield
Mike Scofield
Presiding Commissioner

08/29/2022
Date

ATTEST:
Donna Neeley
Donna Neeley, County Clerk

AUDITOR CERTIFICATION

In accordance with § 50.660, RSMo., I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable County obligation at this time.)

David Clark
David Clark, County Auditor

8/29/2022
Date

CORRECTION OFFICER TRAINING AGREEMENT #22-088S

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Taney County Correction Officer Training Agreement. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-088S

**TANEY COUNTY
CORRECTION OFFICER
TRAINING AGREEMENT**

THIS TRAINING AGREEMENT ("Agreement"), is made and entered into this 29th day of August, 2022, by and between Taney County, Missouri ("County"), and _____, an employee of the Taney County Sheriff's Office, located in Forsyth, Missouri ("Employee");

WITNESSETH:

WHEREAS, the Employee is currently employed as a Correction Officer for Taney County ("County"); and

WHEREAS, the Law Enforcement Academy at the Missouri Sheriff's Association Academy ("Police Academy") is scheduled to start mid-January 2023; and

WHEREAS, the County desires that Employee meet certain minimum training requirements in order to be qualified to perform the duties of Correction Officer for the County; and

WHEREAS, in return for pay and benefits while employed as a Correction Officer and while attending the Police Academy, Employee agrees to remain employed in good standing with the Taney County Sheriff's Office for at least two (2) years upon successful completion of Police Academy following the first day of employment with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Recitals. The above recitals are incorporated herein by reference.
2. At-Will Employment. This Agreement in no way changes the "at will" employment relationship between Employee and County, where either party may terminate the employment relationship at any time and for any reason, with or without notice.
3. No Guarantee of Employment. This Agreement in no way guarantees employment or any right of employment for Employee. Nor does it have any effect on the authority of the Presiding Commissioner, the Sheriff, or their authorized representatives to invoke disciplinary action against Employee, up to and including termination of employment.
4. Term. The term of this Agreement shall be two (2) years, beginning _____, 20____ and ending _____, 20____.

Page 1 of 4

COURT ORDERS

Susan Chapman, County Assessor, and Wesley Shoemaker, Deputy Clerk, were present.

Commissioner Wyatt moved to approve Abatement Exhibit "B" dated August 29th, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "B"

Presiding Commissioner ms; Eastern Commissioner sc; Western Commissioner sw 889

EXHIBIT: B

DATE: 29 Aug 2022

RE PAID ABATEMENTS

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes
212866	2021	0000-00-00	2022-08-24	04-7.0-36-003-009-006.000	LEE MELONIE	ERRONEOUS ASSESSMENT	1520	-10290	0	0	0	0	

Approved

FALL CLEAN-UP DISCUSSION

Devin Huff, Road & Bridge Administrator, was present and discussed the Fall Clean-Up for October 21st and October 22nd.

RECESS: 12:00 P.M.

RECONVENE: 12:13 P.M.

ROAD AND 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, and Kim Lovelace, Deputy Clerk were present.

Discussion ensued.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Administrative Assistant, Shanna Tilley, Administrative Assistant, and Kim Lovelace, 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: 12:31 P.M.

The minutes were taken by Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.