

**OFFICIAL
COMMISSION MINUTES
NOVEMBER 14th, 2022 – 9th 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 9:01 a.m.

COMMISSION REMARKS

None.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #469560 through Check #469581, and Checks #469583 through Check #469630, Warrants #8018, #8019, and #8021 and three Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt left the meeting at 9:02 a.m.

Commissioner Williams moved to approve Check #469582 and Warrant #8020. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:03 a.m.

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).

CERF ANNUAL CONTRIBUTION ELECTION
Stephanie Spencer, Chief Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" which would keep the Annual Contribution Election the same and remain in effect during 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



County Employees' Retirement Fund
2121 Schotthill Woods Drive
Jefferson City, MO 65101
Phone: (877) 632-2373
Fax: (573) 761-4404

Annual Contribution Election

October, 2022

Reminder

Effective January 1, 2003, an additional 4% of compensation was required on behalf of employees hired on or after February 25, 2002, to be directed to CERF. Each county notified CERF of its election to pay the additional contributions either from county funds or through payroll deduction. A county can only change its election one time per year, with the new election becoming effective on January 1. If a county wants to change its current election, it must notify CERF, in writing, at least thirty (30) days prior to January 1.

Please check the appropriate statement below and sign and date this form. Then, email the form to CERF at ccampbell@mocerf.org or fax it to 573-761-4404 as soon as possible. Please note that after December 1, 2022, you may not make any changes to your 2023 election.

- The County's current election will remain in effect during 2023. *exhibit "A"*
- The County will change how the 4% contribution is paid, as follows:

Name Mike Scofield
Title Presiding Commissioner
County Taney
Date November 14, 2022

Confidentiality Notice: This email, including any attachments, is for the sole use of the intended recipient(s) and may contain privileged and confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of the original documents.

CROSS CREEK SUBDIVISION PROPOSAL (#22-121RB)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Proposal for the Cross Creek Subdivision Capital Paving #22-121RB. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



3240 E. Ridgeview St.
Springfield, MO 65804
Phone: 417-815-9897
Fax: 573-636-7538

To: Devin Huff		Contact:				
Address: Branson, MO		Phone:				
		Fax:				
Project Name: Taney County Cross Creek Subdivision		Bid Number: S2022136				
Project Location: Holts Lake Drive, Branson, MO		Bid Date: 11/4/2022				
Line #	Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
0001	0001	2" Overlay	792.00	TON	\$105.00	\$83,160.00
Total Bid Price:						\$83,160.00

Notes:

- Item 0001 2" Overlay - On approximately 7204 SY lay tack coat and 2" surface asphalt.
- 1 mobilization is included in the pricing above to complete all paving items. Area to be complete under 1 mobilization. Any additional mobilizations would be at an additional cost.
- Transition milling to be complete prior to mobilization of our paving crew.
- Takeoff area does not include transitions into residential driveways on the roads included. If the driveway entrance's are not milled and transitions are required for residential driveways, the quantity will be billed at the per ton rate listed above.
- A SP125 mix is included in the pricing above.
- Item Pricing includes prevailing wage based on the annual wage order 29 for Taney County, and pricing does not include tax. A tax exempt form to be provided by the owner before construction begins.
- Asphalt paving work to be completed during the normal paving season between approximately April 1 to November 1. If contractor / owner schedules paving work outside of this timeframe additional fees may be incurred for asphalt plant startup fees. If directed to pave outside of the normal temperature range of asphalt paving Capital will not be able to provide a warranty on materials placed.
- Items Excluded: Survey/staking, under grading soft subgrade, utility relocations, testing, permits, saw cuts, herbicide treatments, prime coat, signage, striping, traffic control and all other items not specifically included above.
- **Capital can not guarantee this work can be completed during the 2022 paving season due to our current backlog of projects.**
- **Pricing to be accepted within 30 days or bid may be withdrawn.**
- **Final billing based on actual quantities of work performed. pricing is based on the per ton rate pricing above if an overage of quantities is occurred.**
- **Item Pricing is only applicable for the 2022 paving season.**

Payment Terms:

Actual quantities for billing purposes for unit price contracts are to be determined by field measurements upon completion of project. All material is guaranteed to be as specified, and the above work is to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner. Payment to be made in full within 30 days of invoice date. A charge of 1 1/2% will be added to the unpaid balance until paid in full.

Any alteration or deviation from above specifications will become an extra charge. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance on above work. Workmens' Compensation and Public Liability Insurance on above work is carried by the Company.

NOTE: This proposal may be withdrawn if not accepted within 30 days.

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

Asphalt paving or overlay may increase, alter, or redirect storm water runoff. The Company does not assume responsibility for storm water runoff as part of this contract unless specifically stated. The property owner is advised to contract an engineer with expertise in the area of storm water design for specific recommendations. Heavy equipment and fully loaded trucks will be used to complete the paving project. The Company does not assume responsibility for any structural damage done to any existing pavement as a result of the weight of the trucks and equipment used to complete the project.

TASK ORDER #5 (#22-117RB)

Travis Heier, HDR Engineer, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Task Order #5 by and between HDR Engineering and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TASK ORDER NO. 5

This Task Order pertains to an Agreement by and between Taney County, Missouri, ("OWNER"), and HDR Engineering, Inc. ("ENGINEER"), dated February 3, 2020, ("the Agreement") and renewed via Amendments in 2021 and 2022. Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER: 5
PROJECT NAME: Taney County Commission
Multiple Road Improvements

PART 1.0 PROJECT DESCRIPTION:

The purpose of this effort is to provide plan sheets in order to apply for Corps of Engineer's permits to raise Clevenger Cove Road, Graham Clark Road, and Happy Hollow Road.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

HDR will perform a topographic survey of the area in order to determine existing conditions. A property model will be developed to establish property boundaries and exiting right-of-way lines. Upon completion of the topographic survey, one plan sheet and one cross-section sheet for each road will be prepared detailing the raising of the road and any proposed re-alignments. In the case of Clevenger Cove, a separate sheet will be prepared detailing the relocation of the sanitary sewer forcemain. Cut and fill quantities will be calculated to meet Corps of Engineers requirements. An erosion control plan will be prepared for each site. Right-of-way descriptions will be prepared for the Clevenger Cove site to facilitate the acquisition of the additional right-of-way required.

- Task 1: Clevenger Cove
- Task 2: Graham Clark
- Task 3: Happy Hollow

Additional Services Not Included in the Scope:

The Owner intends to complete the work with their staff so bid plans and specifications will not be prepared. The specific sheets and items identified in the scope are the only anticipated deliverables. No hydraulic and hydrology analysis or permitting is anticipated. Drainage will be designed to maintain existing conditions.

ROCK AGREEMENT (#22-114RB)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Rock Agreement by and between Taney County and Clyde Lowrance. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-114RB

ROCK AGREEMENT

This Rock Agreement ("Agreement") made and entered into this 14th day of November, 2022, by and between Taney County, Missouri ("County") and Clyde Lowrance ("Lowrance").

WHEREAS, Lowrance owns certain real property located in Taney County, Missouri ("Real Property"); and

WHEREAS, Lowrance agrees to permit County to haul rock from the Real Property on the terms and conditions set forth herein;

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

1. Term. The effective date of this Agreement shall be on the date set forth above, and shall continue for a period of one (1) year from that date. This Agreement shall automatically renew for additional periods of one (1) year, unless otherwise terminated by either party by providing at least thirty (30) days' advance written notice to the other party. Notwithstanding the foregoing, the rights granted under this Agreement shall automatically terminate in their entirety two (2) years after the Effective Date of this Agreement unless the parties agree to extend the term of this Agreement in writing.

2. Hauling and Sale of Rock. Lowrance agrees to permit County and its employees and agents to load and haul 18"-24" rock from the Real Property in consideration for the price of \$275 per end dump load, not to exceed 43 end dump loads and with a total cost not to exceed \$12,000. County shall have the right to enter upon the Real Property to load and haul rock.

3. License. County, and its employees and agents shall have the right to enter upon the Real Property to obtain, load and haul 18" – 24" rock pursuant to the terms of this Agreement. The License granted in this Agreement is limited to the uses and purposes set forth in this Agreement.

4. Records. County will maintain records of the number or quantity of end dump loads obtained from Lowrance pursuant to the terms of this Agreement and shall pay Lowrance the amounts owed within thirty (30) days.

5. Amendments. It is acknowledged that the covenants and obligations herein contained are the full and complete terms of this Agreement, and no alteration, amendments or changes to such terms shall be binding unless first reduced to writing and executed with the same formality as this Agreement. This provision shall not apply to changes of address for forwarding of notice or rental payments.

6. Headings. The headings hereof are intended as guides only and shall not be construed as having any legal effect.

AMENDMENT #2 TO FOOD SERVICE AGREEMENT (#22-120S)

Brad Daniels, Sheriff, and David Clark, County Auditor, were present.

Commissioner Williams moved to table the Amendment to Food Service Agreement by and between the Tiger Correctional Services and Taney County to November 28th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MEMORANDUM OF UNDERSTANDING – SRO PROGRAM (KIRBYVILLE SCHOOL DISTRICT) (#22-119S)

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 and Kirbyville R6 School District. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

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 KIRBYVILLE R-VI 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 January 1, 2023 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 Forty Three Thousand Six Hundred and Eighty-Five Dollars (\$43,685), which equates to 75% 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.

MONTHLY BUDGET REPORT

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

PRESENTATION OF 2023 PRELIMINARY BUDGET

David Clark, County Auditor, presented the 2023 Preliminary Budget to the Commission.

RECESS: 9:43 A.M.

RECONVENE: 9:53 A.M.

BUDGET MEETING WITH AUDITOR

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Nick Plummer, Jennifer Hutchison, Deputy Clerk, and Stephanie Spencer, Chief Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:11 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: 10:42 A.M.

DAILY STAFF REVIEW AND AGENDA REQUEST

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant, and Nick Plummer.

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: 10:51 A.M.

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

This page left blank intentionally.

