

**OFFICIAL
COMMISSION MINUTES
AUGUST 30th, 2021 – 12th 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 9:03 a.m.

COMMISSION REMARKS

Commissioner Wyatt noted that the Taney County Courthouse will be closed on September 6th, 2021 in observance of Labor Day and the Commission meeting will be held on Tuesday, September 7th, 2021.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #464675 through Check #464733, no Warrants, and no 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 Wyatt moved to approve Regular Session and Executive Session Minutes for August 24th, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TANEY COUNTY COLLECTOR PRESENTING TAX SALE SURPLUS FUNDS PER RSMo 140.230

Mona Cope, County Collector, presented the 2021 Tax Sale Surplus Funds to the Commission. Commissioner Wyatt noted that the Commission is turning the funds over to the Treasurer.

Commissioner Wyatt moved to acknowledge that the funds quoted \$157,234.00 is being turned over to the Taney County Treasurer to be held per RSMo 140.230. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT FOR VOTER REGISTRATION PRINTING & MAILING SERVICES
#21-098CC**

Donna Neeley, County Clerk, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for Voter Registration Printing and Mailing Services by and between Taney County and Edward J Rice Co., Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

21-098CC

Agreement
for
Voter Registration Printing & Mailing Services

THIS AGREEMENT dated the 30th day of August 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Edward J. Rice Co., 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 Voter Registration Printing & Mailing Services ("Service") shall include the Contractor's bid response to County's Request For Bid # 202107-484 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Term & Supply. County agrees to this term & supply purchase from Contractor and Contractor agrees to supply the Service to County, per the Contractor's bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a term of thirty-six (36) months subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the County, for an additional twelve (12) months, subject to the pricing clauses in the Contractor's RFB response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202107-484 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.

INTERGOVERNMENTAL AGREEMENT FOR USE OF SHOOTING RANGE 2021 – CITY OF HOLLISTER #21-096S

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

Commissioner Williams moved to approve the Intergovernmental Cooperative Agreement by and between Taney County and the City of Hollister. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-096S

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into on this 30th day of August, 2021 (“Effective Date”), by and between Taney County, Missouri (“County”), a county of the first classification and the City of Hollister, Missouri (“City”).

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the County owns and operates a shooting range, located at 255 Critter Trail, Hollister, Missouri (“Range”), for the use of performing training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the City desires to utilize the Range for the performance of training exercises and firearms practice and qualifications for law enforcement officers; and

WHEREAS, the County and City desire to set forth the terms and conditions of the use of the Range by City; and

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

1. Use of Range. County agrees to permit use of the Range by the City, and its Commissioned Law Enforcement Officers, subject to the terms and conditions of this Agreement, for the purposes of performing training exercises, and firearms practice and qualifications, and for no other purposes without the express written consent of County, which consent may be withheld in the sole discretion of County. City acknowledges that other local and state government entities utilize the Range pursuant to other Intergovernmental Cooperative Agreements, and the use of the Range is subject to availability and scheduling the use of the Range based on the parties to this Agreement as well as the parties to the other Intergovernmental Cooperative Agreements relating to use of the Range. The City acknowledges and agrees that this Agreement does not constitute a license for the exclusive use of any portion of the Range by City, or its officers, agents, or employees. City acknowledges and agrees that this Agreement does not constitute a lease or other interest in the real property on which the Range is located, and that by the use or occupancy of the Range, neither the City, nor its officers, agents, or employees have acquired and will not acquire any rights or interest in or to the Range, nor shall the City obtain any right or claim to the continued use of the Range beyond that specifically provided for in this Agreement.

2. Term. The term of this Agreement shall be from the effective date set forth above and shall run for a period of one (1) year. The term of this Agreement may be extended by the parties, at the option of the parties, for additional periods of one (1) year.

ORDER OF TANEY COUNTY, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST ORDINANCE AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS #21-086CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Order labeled Conflict of Interest Ordinance file #21-086CM. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-086CM

AN ORDER OF TANEY COUNTY, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS.

BE IT ORDERED AND RESOLVED BY THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI, AS FOLLOWS:

Section 1 - Declaration of Policy

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the County.

Section 2 - Conflicts of Interest

- a. All elected and appointed officials as well as employees of a political subdivision must comply with sections 105.452, 105.454, and 105.458, RSMo. on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a substantial interest in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest before such member passes on the measure, bill, order or ordinance to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, the individual's spouse, or the individual's dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity with an interest; or (2) an interest having a value of \$10,000 or more; or (3) the receipt by an individual, the individual's spouse or the individual's dependent children, whether singularly or collectively of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association with an interest within any calendar year. Substantial personal or private interest in any measure, bill, order, or ordinance is defined as any interest in a measure, bill, order or ordinance which results from a substantial interest in a business entity.

Section 3 - Disclosure Reports

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision.
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

The chief administrative officer (as defined by the Taney County Commission as the Presiding Commissioner), chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:

- a. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
- b. The name and address of each sole proprietorship that he owned; the name address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class or outstanding stock, limited partnership units or other equity interests;
- c. The name and address of each corporation for which such person served in the capacity of a director, officer, or receiver.

The disclosure reports required by Section 3 shall be in the form of the attached Financial Disclosure Statement for Political Subdivisions, or the form promulgated by the Missouri Ethics Commission.

Section 4 – Filing of Reports

- a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;
 1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending

the immediately preceding December 31; provided that any person reporting may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

- 2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;
- 3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5 – Filing of Ordinance

A certified copy of this Order, adopted prior to September 15th, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6 – Effective Date

This Order shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

Mike Scapellato
 Presiding Commissioner
 Taney County, Missouri

08/30/2021
 Date

ATTEST:

Glenna Nealey
 County Clerk

8/30/21
 Date

**RESOLUTION AND ORDER OF THE TANEY COUNTY COMMISSION RATIFYING
A CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE AND AUTHORIZING
EXECUTION OF DOCUMENTS RELATED THERETO #20-061RB**

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

Commissioner Williams moved to approve the Resolution and Order of the Taney County, Missouri Ratifying a Contract for Purchase and Sale of Real Estate and Authorizing Execution of Documents Related Thereto. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-061RB

**A RESOLUTION AND ORDER OF THE COUNTY COMMISSION OF TANEY COUNTY,
MISSOURI RATIFYING A CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE
AND AUTHORIZING EXECUTION OF DOCUMENTS RELATED THERETO**

WHEREAS, Taney County, Missouri ("County") and Mark Twain R-VIII School District approved a Contract for Purchase and Sale of Real Estate, dated June 29, 2020, on June 29, 2020 (the "Contract");

WHEREAS, the County Commission desires to ratify the Contract and authorize the closing and execution of documents related to the same; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the County Commission of Taney County, Missouri, as follows:

1. Confirmation. The County Commission confirms that the recitals, statements and reasons set forth above relating to the purchase of real estate are true and valid.
2. Ratification, Authorization and Approval. The County Commission ratifies, authorizes and approves the Contract for Purchase and Sale of Real Estate, dated June 29, 2020, in the form attached to this Resolution and Order as Exhibit A. To the extent necessary, the County Commission waives the timelines relating to Closing as set forth in paragraph 7 in order to close on the transaction contemplated in the Contract.
3. Further Authorization and Authority. Mike Scofield, Presiding Commissioner, is hereby authorized and directed to execute and deliver the agreement described in paragraph 2, and such other documents as may be necessary to carry out and comply with the intent of this Resolution and Order and the transaction contemplated herein. The County Commission, including Presiding Commissioner Mike Scofield, Commissioner Sheila Wyatt, and Commissioner Brandon Williams are authorized and directed to take such further action, and to execute such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution and Order with respect to the transactions contemplated in the agreement described in paragraph 2, and the transactions contemplated therein, and all such actions are hereby ratified and adopted as the acts of the County Commission.

RESOLVED AND ORDERED this ___ day of August, 2021.

Mike Scofield
Mike Scofield
Presiding Commissioner

Sheila Wyatt
Sheila Wyatt
Eastern District Commissioner

Brandon Williams
Brandon Williams
Western District Commissioner

ATTEST:

Donna Neeley 8/31/21
Donna Neeley, County Clerk

AFFIDAVIT OF CORRECTION – ORDER TO VACATE A PORTION OF PROTEM/CEDAR CREEK ROAD #19-145RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Affidavit of Correction – Order to Vacate Portions of Protem/Cedar Creek Road. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AFFIDAVIT OF CORRECTION
ORDER TO VACATE PORTION OF PROTEM CEDAR CREEK ROAD**

TITLE OF DOCUMENT: ORDER TO VACATE PORTION OF PROTEM CEDAR CREEK ROAD

DATE OF DOCUMENT: July 6, 2020

GRANTOR: County Commission of Tancy County, Missouri

GRANTOR ADDRESS: P.O. Box 1086, Forsyth, Mo. 65653

GRANTEE: Protem Cedar Creek Road

GRANTEE ADDRESS: N/A

LEGAL DESCRIPTION: See attached Schedule 1 to Exhibit "A" and Schedule 2 to Exhibit "A"

REFERENCE BOOK/PAGE: 2020L18015

STATE OF MISSOURI)
) SS.
COUNTY OF TANEY)

Mike Scofield, Presiding Commissioner, Sheila Wyatt, Eastern District Commissioner, and Brandon Williams, Western District Commissioner, Taney County, Missouri, Affiants, of lawful age, first being duly sworn, upon my oath, deposes and states as follows:

1. As the Taney County Commission, we have personal knowledge of the facts and matters stated herein.
2. An Order to Vacate Portion of Protém Cedar Creek Road, dated July 6, 2020, was recorded in the Office of the Recorder of Deeds of Taney County, Missouri, in Book/Page 2020L18015, on July 14, 2020, and the legal description of the road easement for realignment of Protém Cedar Creek Road was set forth in Schedule 1 to Exhibit "A" and the legal description of the portion of the road vacated for realignment of Protém Cedar Creek Road was set forth in Schedule 2 to Exhibit "A" (the "Order").
3. The Order through inadvertence, mistake or error contains a scrivener's error as to the labeling of the Schedules to Exhibit "A".
4. This Affidavit is being recorded in the Office of the Recorder of Deeds of Taney County, Missouri, for the purpose of correcting the labeling of the Schedules to Exhibit "A" to the Order.
5. A copy of the Order dated July 6, 2020, with Exhibits and Schedules, accompanies this affidavit with the Schedules to Exhibit A properly labeled and in the correct order.

Further Affiants saith not.


Mike Scofield
Presiding Commissioner


Sheila Wyatt
Eastern District Commissioner


Brandon Williams
Western District Commissioner

ATTEST

On this 30 day of August, 2021, before me personally appeared Mike Scofield, Presiding Commissioner, Sheila Wyatt, East District Commissioner, and Brandon Williams, West District Commissioner, of Taney County, Missouri, to me known to be the person(s) described in, and who executed the within Affidavit of Correction, and acknowledged that they execute the same as on behalf of the Taney County Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Affidavit of Correction, made and entered into by the Taney County Commission on the date set forth above.


Donna Neeley
Clerk of the Taney County Commission

FILL DIRT AGREEMENT – DAVID & RITA MITCHELL

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the unlimited Fill Dirt Agreement by and between Taney County and David and Rita Mitchell. 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 David/Rita Mitchell (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

8-23-2021
Date:

BOARD APPOINTMENT – SENIOR CITIZENS TAX BOARD

Commissioner Williams moved to appoint Glenda Hunt to fill the remaining term of Tim Taylor until December 31, 2021. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved appoint Richard Baehr to fill the term left vacant by David Schmale until December 31, 2022. Presiding Commissioner Scofield seconded the motion. Presiding Commissioner Scofield withdrew the second. Commissioner Williams withdrew the motion.

COUNTY CLERK DISCUSSION OF PURCHASING POLL PADS

Donna Neeley, County Clerk, David Clark, County Auditor, and Wesley Shoemaker, Deputy Clerk, were present.

Discussion ensued.

Presiding Commissioner *MS*; Eastern Commissioner *Wes*; Western Commissioner *WU*

RECESS: 9:49 A.M.

EXECUTIVE SESSION 10:09 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 10:46 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative 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 11:09 A.M.

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

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