

**OFFICIAL
COMMISSION MINUTES
DECEMBER 30, 2019 – 28th 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

Russell Jackson spoke on the history of Murder Rock and his desire to make it accessible to the public.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:03 a.m.

COMMISSION REMARKS

Commissioner Wyatt commented that she won't be able to vote on a couple of items due to the fact that she is waiting for a couple of opinions.

APPROVE ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #457532 through Checks #457570.
Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve three Transfers and Journal Entries. Presiding Commissioner Scofield seconded the motion. Scofield (aye), Williams (aye), and Wyatt (nay).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes from December 23rd of 2019.
Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes from December 24th of 2019. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT – COLE W. STILLEY

Devin Huff, Road and Bridge Administrator was present.

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

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Cole W. Stilley (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

12-23-19
Date:

BOARD APPOINTMENT – BOARD OF ADJUSTMENT

Commissioner Williams moved to appoint Rick Caudill to the Board of Adjustment starting January 1, 2020 through December 31, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to re-appoint Trent Edwards to the Board of Adjustment starting January 1, 2020 through December 31, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

BOARD APPOINTMENT – PLANNING AND ZONING

Commissioner Wyatt moved to appoint Howard Kitchen serving the Scott Township starting January 1, 2020 through December 31, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

There is an opening for the Big Creek Township.

BOARD APPOINTMENT – PARK BOARD

Commissioner Wyatt moved to re-appoint Jack Harrison to the Taney County Park Board starting January 1, 2020 through December 31, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to appoint Jerry Adam to the Taney County Park Board starting January 1, 2020 through December 31, 2022. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

There are still three openings to be filled.

BOARD APPOINTMENT – DEVELOPMENTAL CONNECTIONS (SB-40)

Commissioner Williams moved to appoint Brenda White to the Development Connections SB 40 Board. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ANIMAL CONTROL JURISDICTIONAL AGREEMENT WITH VILLAGE OF SADDLEBROOKE (#18-002AC)

Sherry Simpson, Animal Control Supervisor, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Taney County and the Village of Saddlebrooke. Commissioner Wyatt seconded the motion. The motion passed by Scofield (aye), Williams (aye), and Wyatt (aye).

**AGREEMENT
(Animal Control)**

THIS AGREEMENT, made and entered into on this 30 day of December (“Effective Date”), by and between Taney County, Missouri (“County”), a county of the first classification, and the Village of Saddlebrooke (“Village”), a village organized under Chapter 80 of the Revised Statutes of Missouri.

WITNESS:

WHEREAS, the County owns and operates an animal control facility (“Facility”) for the purpose of providing care for lost, stray, vicious, sick and injured animals and (“Animals”); and

WHEREAS, the County and Village desire to enter into this Agreement to enable the Village to utilize the Facility and the resources of the County for the temporary shelter and care of Animals; and

WHEREAS, the County and Village desire to set forth the respective duties and responsibilities of the parties; and

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

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

1. Term. The term of this Agreement shall be from the Effective Date to December 31, 2020, and shall automatically renew for additional one (1) year terms unless terminated by either of the parties.

2. Covered Services.

a. Care of Animals. In consideration of the Intake Fee set forth in Schedule A, the County shall provide appropriate food, water, boarding, cleaning supplies and labor necessary in order to care for each Animal accepted by the Facility for the period of time set forth in Schedule A. The additional holding fee shall apply for any Animal housed longer than the holding period, as provided in Schedule A, at the option of the Village. In the event the owner of an Animal is not located and the Animal is not claimed and redeemed, the County agrees to attempt to place each Animal for adoption or to provide a humane euthanasia.

b. Specified Vaccination of Animals. Upon transportation and acceptance of an Animal by the Facility, the County shall vaccinate: (1) a canine Animal for parvo and upper respiratory/kennel cough; or (2) a feline Animal for leukemia and upper

ECONOMIC DEVELOPMENTAL PROJECT CONTRACT 2020 (#19-152CM)

Presiding Commissioner Scofield referenced a letter from their attorney

Commissioner Williams moved to approve the Agreement by and between Taney County and Branson Lakes Area Chamber of Commerce. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ECONOMIC DEVELOPMENT PROJECT CONTRACT BETWEEN TANEY COUNTY, MISSOURI AND THE BRANSON/LAKES AREA CHAMBER OF COMMERCE

This Contract, made this 30 day of December, 2019, by and between Taney County, Missouri ("County") and the Branson/Lakes Area Chamber of Commerce ("Chamber").

WHEREAS, County and Chamber desire to enter into an agreement to promote the economic well-being of the public by obtaining the services an economic consultant in order to bring new jobs and increase business development in Taney County, Missouri.

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract and other good and valuable consideration, the parties agree as follows:

1. **Term.** The term of this Contract shall be effective as of the date of execution by the parties and shall terminate on December 31, 2020, and shall not automatically renew, except upon the mutual agreement of the parties.
2. **Fee.** In consideration of the services to be provided by the Chamber pursuant to this Contract, the County shall pay to the Chamber the sum of fifty thousand dollars and no cents (\$50,000), within thirty (30) days of the date this Contract is fully executed.
3. **Services to be Provided.** During the term of this Contract, the Chamber shall operate an organization to be known as the Taney County Partnership (hereafter "Partnership") for the purpose of promoting economic development in Taney County, Missouri. For the term of this Contract, the Chamber will employ an Executive Director who shall be responsible for the day-to-day administration and operation of the Partnership. All salary and benefits of the Executive Director shall be the responsibility of the Chamber. The services to be provided shall include, but are not limited to:
 - a. Serve as the point of contact for economic development in Taney County, Missouri;
 - b. Development and performance of a comprehensive program to promote Taney County as a prime area to locate new businesses and expand existing businesses
 - c. Evaluate and work to develop and maintain appropriate infrastructure necessary to foster economic development opportunities in Taney County, Missouri;
 - d. Engage in business retention and expansion efforts by soliciting input from existing businesses to determine how best to serve existing business and evaluating the development of programs and efforts to leverage existing assets to promote business;
 - e. Evaluate and conduct appropriate business recruitment activities designed to recruit prospective businesses to the community and provide new jobs;
 - f. Assess issues of concern to local businesses and assist with promoting a healthy business climate within Taney County, Missouri;

INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY AND CITY OF FORSYTH RELATING TO ROAD MAINTENANCE ON BLACKHAWK ROAD (#19-153RB)

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

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

No. 19-153RB

INTERGOVERNMENTAL AGREEMENT BETWEEN
TANEY COUNTY, MISSOURI AND CITY OF FORSYTH, MISSOURI

This Agreement made and entered into this ___ day of _____, 2019 (“Effective Date”), by and between the County of Taney, Missouri (“County”) and the City of Forsyth, 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 and the City are political subdivisions of the State of Missouri, and are authorized to enter into a joint agreement for common services of good to the public; and

WHEREAS, the County and the City agree to provide certain road maintenance services as a common service to the public of Taney County and the City of Forsyth.

WHEREAS, the County maintains a public road, located in Taney County, known as Casey Road, as a public service; and

WHEREAS, the City maintains certain public roads, located in the City of Forsyth, known as Blackhawk Road and Nicholas Drive, as a public service; and

WHEREAS, City of Forsyth must travel on Casey Road in order to maintain Blackhawk Road;

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

1. Incorporation. The whereas clauses set forth above are incorporated as findings of the County and City as through fully set forth herein by reference.
2. Term; Termination. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date of this Agreement. This Agreement shall automatically renew upon expiration of the initial term for additional one (1) year periods thereafter. This Agreement may be terminated at any time, without cause, by either party, by providing thirty (30) days’ written notice to the other party.
3. Snow Removal by the City. City agrees to perform snow removal on Casey Road from the junction of US Highway 160 and Casey Road to the junction of Casey Road and Blackhawk Road, as needed and using the same standard as other city streets.
4. Tree Maintenance by the County. County agrees to perform tree trimming maintenance to over hanging trees on Nicholas Drive from the junction of Y Highway and Nicholas Drive to the junction of Y Highway and Old Forsyth Road, as needed and using the same standard as other county streets.

ENGAGEMENT LETTER FOR AUDITING SERVICES 2019 (#19-154CM)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Engagement Letter by and between Taney County and KPM CPA for Audit Services. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



No. 19-154CM

December 18, 2019

County Commission
Taney County
132 David Street
Forsyth, Missouri 65653

We are pleased to confirm our understanding of the services we are to provide Taney County, Missouri, for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Taney County, Missouri, as of and for the year ended December 31, 2019.

We have also been engaged to report on supplementary information that accompanies Taney County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole:

1. Combining non-major fund schedules
2. Schedule of expenditures of federal awards

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

3. Management Discussion and Analysis
4. Budgetary Comparison Schedules

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

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Member of The Leading Edge Alliance

COURT ORDERS

Chuck Pennell, Assessor, and Wesley Shoemaker, Chief Deputy Clerk, were present.

Commissioner Wyatt moved to approve Exhibit "A" (#205881, and #205882) dated December 30, 2019. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"

ERRONEOUS ASSESSMENT															
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Disapproved
205881	2019	0000-00-00	2019-12-20	04-4.0-17-000-000-026.0408	BERRY JAMES M JR & SHAROL	ERRONEOUS ASSESSMENT	0	0	0	0	0	-270		X	
205882	2019	0000-00-00	2019-12-23	18-7.0-25-000-000-005.002	CITY OF HOLLISTER	ERRONEOUS ASSESSMENT	0	-1900	0	0	0	0		X	

RECESS 9:26 A.M.

RECONVENNE 9:37 A.M.

PURCHASE ORDER POLICY DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, David Clark, Auditor, Joanna Jasper, Auditing Specialist, Renee Brusca, Building and Grounds, Stephanie Spencer, Deputy Clerk, Ron Erickson, Purchasing Director, Melissa Trotter, Database Manager, Nikki Lawrence, Legal Assistant, Dawn Bilyeu, Accounts Payable and Payroll, and Donna Neeley, County Clerk.

David Clark referenced RSMo 50.650.

Discussion ensued.

RECESS: 10:50 A.M.

RECONVENNE: 10:53

Devin Huff, Renee Brusca, Dawn Bilyeu, Ron Erickson, Stephanie Spencer, Melissa Trotter and Nikki Lawrence left the meeting at 11:07 a.m.

BUDGET DISCUSSIONS

Discussion ensued.

EXECUTIVE SESSION: 11:11 A.M.

EXECUTIVE SESSION PER SECTION 610.021.3 (PERSONNAL)

(Taney County Commission Conference Room)

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

Also present: Donna Neeley, County Clerk, David Clark, Auditor, and Joanna Jasper, Auditing Specialist.

Commissioner Williams moved to enter into Executive Session per section 610.021.3 (Personnel). Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE SESSION: 11:12 A.M.

BUDGET DISCUSSIONS

Commissioner Williams left the meeting at 11:19 am.

Commissioner Williams entered the meeting 11:21 a.m.

Joanna Jasper left the meeting at 11:21a.m.

Joanna Jasper entered the meeting at 11:27 a.m.

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Nikki Lawrence, Legal Assistant, David Clark, Auditor, Joanna Jasper, Auditing Specialist, and Donna Neeley, County Clerk.

Joanna Jasper and David Clark left the meeting at 11:47 a.m.

Dawn Bilyeu, Accounts Payable and Payroll, entered the meeting at 12:02 a.m.

The Commission met with their staff to review the day's business and go over agenda requests.

ADJOURNMENT

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (present), and Wyatt (aye).

ADJOURN

12:03 P.M.

The Minutes were taken by Donna Neeley, County Clerk and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.