

**OFFICIAL
COMMISSION MINUTES
JUNE 29th 2020 – 18th DAY OF
THE APRIL ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:05 a.m.

COMMISSION REMARKS

Commissioner Wyatt made mention of the June 26, 2020 Taney County Health Department Resolution Pronouncing the Need for Face Coverings in any Indoor Public Place in Taney County and the reason for their decision.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #459614 through Check #459683, no Warrants, and no Journal Entries or Transfers. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for June 22nd, 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt moved to approve Executive Session Minutes for June 22nd, 2020. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**LETTER OF REPRESENTATION REGARDING FINANCIAL STATEMENT, YEAR
END DECEMBER 31, 2019 -- #20-073A**

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve and allow Presiding Commissioner Scofield to sign the Letter of Representation Regarding Financial Statement Year ended December 31, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

June 15, 2020

KPM CPAs, PC
1445 E. Republic Rd
Springfield, MO 65804

This representation letter is provided in connection with your audit of the financial statements of Taney County, Missouri, which comprise the respective financial position of the governmental activities, each major fund, the discretely presented component units, and the aggregate remaining fund information as of December 31, 2019, and the respective changes in financial position and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with the modified cash basis of accounting.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of June 16, 2020, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated December 18, 2019, including our responsibility for the preparation and fair presentation of the financial statements and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with the modified cash basis of accounting and include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Denzil Brown, Assistant Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Permanent and Perpetual Easement and Right—of-Way for Public Road Purposes and Temporary Construction Easement for Construction of Public Road Improvements by and between Taney County and Chauncey Henson and Kara Henson, husband and wife. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Chauncey Henson and Kara Henson, Husband and Wife, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTOR", on this 15th day of June, 2020

grant and convey unto TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as Dixie Road (160-270A), to widen the road for the passage of vehicular and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

DESCRIPTION

A portion of Northwest Quarter of Section 11, Township 22 North, Range 17 West of the 5th Principal Meridian, Taney County, Missouri, described as follows:

Commencing at an existing aluminum monument marking the Southwest corner of the Northwest Quarter of said Section 11; thence North 1°50'43" East along the west line thereof a distance of 1933.50 feet; thence South 88°09'17" East a distance of 397.42 feet to the Point of Beginning; thence South 73°21'00" East a distance of 151.22 feet; thence North 85°16'00" East a distance of 12.54 feet; thence North 33°36'45" East a distance of 52.42 feet; thence North 17°07'00" East a distance of 32.79 feet; thence North 3°57'00" East a distance of 24.19 feet to the beginning of a curve concave to the southeast and having a radius of 84.00 feet; thence Northerly, Northeasterly and Easterly along said curve a distance of 188.03 feet (through an angle of 128°15'10"); thence South 76°43'00" East a distance of 30.22 feet to the west right-of-way line of Kimball Road (30' Wide); thence South 24°57'30" East along said west line a distance of 44.45 feet; thence North 60°30'30" West a distance of 17.59 feet; thence North 76°43'00" West a distance of 48.40 feet; thence North 48°24'00" West a distance of 8.46 feet to the beginning of a curve concave to the southeast and having a radius of 54.00 feet; thence Northwesterly, Westerly and Southwesterly along said curve a distance of 120.31 feet (through an angle of 127°39'00"); thence South 3°57'00" West a distance of 27.65 feet; thence South 17°07'00" West a distance of 40.60 feet; thence South 33°36'45" West a distance of 71.29 feet; thence South 85°16'00" West a distance of 32.73 feet; thence North 73°21'00" West a distance of 156.89 feet; thence North 16°39'00" East a distance of 30.00 feet to the Point of Beginning. See attached Exhibit "A" and "B".

The above described tract contains 0.35 acres and is subject to any easements or restrictions of record.

REAL ESTATE AGREEMENT – MARK TWAIN R-VIII SCHOOL DISTRICT #20-061RB

Denzil Brown, Assistant Road & Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Real Estate Agreement by and between Mark Twain School District and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

CONTRACT FOR PURCHASE AND SALE OF REAL ESTATE

This Contract for Purchase and Sale of Real Estate (“Contract”) is made and entered into this 29th day of June, 2020, by and between the Board of Education of the Mark Twain R-VIII School District (“Seller”) and the County Commission on behalf of Taney County, Missouri (“Buyer”).

WITNESSETH:

1. Sale of Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase the following tracts of land, including all improvements and fixtures located thereon, which is specifically described in the legal description which is attached hereto as Exhibit A (hereinafter the “Property”), which is attached hereto and incorporated herein by reference.
2. Purchase Price. The purchase price of the Property is Eight Thousand Dollars and no cents (\$8,000.00) (“Purchase Price”). The Purchase Price shall be paid by Buyer to Seller in cash or certified funds at Closing.
3. Contingencies and Conditions. In addition to any terms or requirements otherwise set forth herein, this Contract shall be subject to each of the contingencies and conditions set forth below. In the event any of these conditions are not fully satisfied or waived prior to the Closing date, then the obligations of Buyer to Seller under this Contract shall terminate. These conditions shall include:
 - a. Receipt by Buyer of a binding commitment to insure title and search report showing the Property is free and clear of all liens and encumbrances, and that Seller holds marketable fee simple title to the Property;
 - b. Compliance with all requirements imposed by law for Buyer to purchase the Property;
 - c. Delivery by Seller of a Warranty Deed, duly executed and acknowledged, conveying all of Seller’s right, title and interest in and to the Property;
 - d. Compliance with all requirements imposed by law for Seller to sell and buyer to purchase the Property;
 - e. Seller and Buyer shall have delivered such further documents as reasonably may be required in order to fully and legally close the transaction.
4. Seller’s Representations and Warranties. Seller represents and warrants to Buyer, as follows:

2021 DEPUTY SHERIFF SALARY SUPPLEMENTAL FUND SUBAWARD GRANT #20-069S

Commissioner Williams moved to approve the Grant for the 2021 Deputy Sheriff Salary Supplemental Fund Subaward by and between Taney County and Missouri Sheriff Methamphetamine Relief Taskforce. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

LAW ENFORCEMENT SUPPORT OFFICE PROGRAM APPLICATION #20-071S

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Application for Law Enforcement Support Office Program by and between Law Enforcement Support Office and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

GLASS GURU PROPOSAL #20-072C

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Purchase Proposal by and between Glass Guru and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



The Glass Guru™ of Springfield
Serving Springfield & Surrounding Areas
T 417-708-1231
169 Somerswood Lane
Clever, MO 65631
www.TheGlassGuruofSpringfield.com
Springfield@TheGlassGuru.com

**The Glass-Guru of Springfield
Purchase Proposal**

Taney County Clerk
PO Box 156
132 David Street
Forsyth, MO 65653
Donna.neeley@co.taney.mo.us

Objective: The attached estimate is furnished from The Glass-Guru of Springfield, to sell (5) Glass Virus Shield Protectors 56 x 30 with a 2" gap in the Taney County Clerk's Office to further safeguard employees and the public from germs due to the outbreak of the Coronavirus.

Date _____ (Please note this proposal is valid for 3 weeks.)

Item	Description	Quantity	Amount	Final Edits
Other	Glass Virus Shield Protectors	5	\$315.00	\$1,575.00
	56 x 30 with a 2" Gap			

To approve this quote, please sign, scan and email your approval to springfield@theglassguru.com. Upon your approval, our office will contact you within 1 business day for payment.

We thank you for inviting us to submit this proposal. Please let us know if you would like additional information. We look forward to working with you.

By means of my signature, I certify that I have authorization to order this work and authorize the completion of the above-mentioned work to be performed by The Glass-Guru of Springfield. I am fully authorized to approve this quote and to approve payment.

Mike Scofield 06/29/2020 Mike Scofield
Signature/Date Print Name

PO# _____

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams, 4-H Community Engagement Specialist, updated the Commission on varies Extension programs.

RECESS: 9:28 A.M.

RECONVENE: 10:08 A.M.

EXECUTIVE SESSION: 10:08 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: 12:05 P.M.

ADJOURNMENT:

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

ADJOURN

12:07 P.M.

The minutes were taken and typed by Stephanie Spencer, Deputy Clerk.