

**OFFICIAL  
COMMISSION MINUTES  
JANUARY 11<sup>th</sup>, 2021 – 5<sup>th</sup> DAY OF  
THE JANUARY 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.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #461969 through Checks #461976, Checks #461976 through #461992, and Checks 462004 through #462041, Warrants #7579 through #7585 and no Journal Entries or Transfers. Commissioner Williams 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 January 4<sup>th</sup>, 2021 Regular Session Minutes as amended. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve January 5<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 2021 Regular Session Minutes. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Executive Minutes for January 7<sup>th</sup>, and 8<sup>th</sup>, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve the Executive Minutes for January 4<sup>th</sup>, 2021 as amended. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**MONTHLY BUDGET REPORT**

David Clark, County Auditor, presented the Monthly Budget Report to the Commission.

**2020 FINAL SETTLEMENT AN INVESTMENT REPORT**

Commissioner Williams moved to enter into the record the Final Settlement Investment Report as of December 31, 2020 as presented by County Treasurer, Melanie Smith. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



County of **TANEY** State of Missouri

MELANIE SMITH  
TANEY COUNTY TREASURER  
P.O. BOX 576 • FORSYTH, MO 65653  
Office: (417) 546-7207 • Fax: (417) 546-6213  
Email: melanie.smith@taneycountymo.gov

**FINAL SETTLEMENT AND INVESTMENT REPORT**

11 January 2021

AS OF DECEMBER 31, 2020:

Total Budget Funds	\$ 29,711,464.27
Total Treasurer's Funds	\$ 3,714,661.06
Grand Total All Funds	\$ 33,426,125.33

The attached report illustrates detailed fund balances, with the far right hand column (Year to Date) providing the breakdown of each fund. Beginning with balances as of January 1, 2020, revenues, expenditures, and ending balances per fund as of December 31, 2020. This report is per RSMO 54.150 regarding the semi-annual settlement delivered to the Taney County Commission. The next report illustrates all beginning balances as of January 1, 2021. The last report lists the financial institutions that hold Taney County's Certificates of Deposit and U.S. Agencies.

Investments and breakdown of cash on hand by the County Treasurer's Office as of December 31, 2020, are as follows:

Total Cash in Cash Account	\$ 16,698,301.34
Total Cash in Cash Account (Coronavirus Relief Fund)	\$ 2,572,592.15
Certificates of Deposit	\$ 14,155,231.84
U. S. Agency Investments	\$ 0.00
Grand Total	\$ 33,426,125.33

*Melanie Smith*  
Melanie Smith  
Taney County Treasurer

**EXCHANGE OF SOFT MATCH CREDIT – HENRY COUNTY**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Exchange of Soft Match Credit by and between Taney County and Henry County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



County of **TANEY** State of Missouri

TANEY COUNTY COURTHOUSE  
P.O. BOX 1086 • FORSYTH, MO 65653  
Office: (417) 546-7204 • Fax: (417) 546-3931  
www.taneycounty.org  
commission@co.taney.mo.us

OFFICE OF  
MIKE SCOFIELD  
PRESIDING COMMISSIONER  
BRANDON W. WILLIAMS  
WESTERN DIST. COMMISSIONER  
SHEILA WYATT  
EASTERN DIST. COMMISSIONER

Chad Zickefoose  
Missouri Department of Transportation  
MoDOT SW District Liaison

RE: Exchange of Soft Match Credit

The Taney County Commission requests and directs MoDOT to transfer \$125,000.00 of our Soft Match Credit Funds to Henry County.

*Mike Scofield*  
Mike Scofield  
Presiding Commissioner

*Brandon W. Williams*  
Brandon W. Williams  
Western Dist. Commissioner

*Sheila Wyatt*  
Sheila Wyatt  
Eastern Dist. Commissioner

Signed by Taney County on this date: 1/11/2021

In exchange, the Henry County Commission agrees to pay Taney County the amount of \$62,500.00.

*Jim Stone*  
Jim Stone  
Presiding Commissioner

*Rick Fosnow*  
Rick Fosnow  
North District Commissioner

*Dale Lawler*  
Dale Lawler  
South District Commissioner

Signed by Henry County on this date: 12-22-20

## AGREEMENT FOR 2020-2021 TOYOTA RAV4 HYBRID LE AWD SUV'S (2 OR MORE)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Taney County and Frank Fletcher Auto #7 LLC dba Frank Fletcher Toyota of Joplin for currently two vehicles with the 6-Year/100,000 miles warranty. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

20-139AS

### AGREEMENT for 2020-2021 Toyota RAV4 Hybrid LE AWD SUV's (2 or more)

THIS AGREEMENT dated the 11<sup>th</sup> day of January 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Frank Fletcher Automotive No. 7, LLC dba Frank Fletcher Toyota of Joplin, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration 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 two (2) or more 2020 – 2021 Toyota RAV4 Hybrid LE AWD SUV's ("Vehicles") shall include the Contractor's bid response to County's Request For Bid # 202011-461 and any applicable addenda ("Contract Documents"). All such documents shall constitute the "Contract Documents", which are attached hereto 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.** The Contractor agrees to sell and the County agrees to purchase the Vehicles with a base contract price of Twenty-Seven Thousand, Six Hundred Ninety-Three Dollars and No Cents each (\$27,693.00), plus the cost of any warranty selected, if any, as ordered by the County, not exceed the costs as set forth in the Contract Documents. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.

**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 as 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 reference #202011-461 for tracking. 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

## INTER-GOVERNMENTAL FUNDING AGREEMENT FOR ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS

Brad Allbritton, Sewer District Administrator, was present.

Commissioner Wyatt moved to approve the Annual Inter-Government Funding Agreement between Taney County and Taney County Regional Sewer District. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

### INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI AND THE TANEY COUNTY REGIONAL SEWER DISTRICT

#### ANNUAL NON-PROJECT SPECIFIC CAPITAL IMPROVEMENTS

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the Taney County Regional Sewer District (hereinafter referred to as "District").

#### WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the District is a political subdivision of the State of Missouri governed by Chapter 204, formerly known as Chapter 644 and renumbered in 1986, and the District has the power to establish, construct, reconstruct, improve, repair, operate, and maintain sewer systems and treatment facilities pursuant to section 204.320 RSMo; and

WHEREAS, pursuant to section 70.220 RSMo, the County and District are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County and District entered into an Intergovernmental Agreement on or about December 29, 2011, whereby the District would assist with improvements to the sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use by the Taney County Regional Sewer District to finance capital improvements to their waste water infrastructure. It has been determined that the projects and expenditures as described in Exhibit A, which is attached hereto, are feasible and eligible for funding through Sewer Sales Tax.

NOW, THEREFORE, the County and District, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

**INTER-GOVERNMENTAL AGREEMENT FOR TANEYVILLE SEWER IMPROVEMENTS PROJECT**

Brad Allbritton, Sewer District Administrator, was present.

Commissioner Williams moved to approve Inter-Governmental Funding Agreement by and between Taney County and Taney County Regional Sewer District for the Taneyville Sewer Improvements Project. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*INTER-GOVERNMENTAL FUNDING AGREEMENT*  
**BETWEEN  
TANEY COUNTY, MISSOURI  
AND  
THE TANEY COUNTY REGIONAL SEWER DISTRICT**  
**TANEYVILLE SEWER IMPROVEMENTS PROJECT**  
**(Engineering, Permitting, Land Acquisition, Legal Services, and Construction)**

**THIS AGREEMENT** is made and entered into between Taney County, Missouri (hereinafter referred to as "County) and the Taney County Regional Sewer District (hereinafter referred to as "District").

**WITNESSETH:**

**WHEREAS**, the County is a political subdivision of the State of Missouri; and

**WHEREAS**, the District is a political subdivision of the State of Missouri governed by Chapter 204, formerly known as Chapter 644 and renumbered in 1986, and the District has the power to establish, construct, reconstruct, improve, repair, operate, and maintain sewer systems and treatment facilities pursuant to section 204.320 RSMo; and

**WHEREAS**, pursuant to section 70.220 RSMo, the County and District are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, pursuant to the above stated authority the County and District entered into an Intergovernmental Agreement on or about December 29, 2011, whereby the District would assist with improvements to the Taney County sewer systems through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

**WHEREAS**, the County shall oversee sewer sales tax funds which may be made available for use by the Taney County Regional Sewer District to finance capital improvements to their waste water infrastructure. It has been determined that the project TANEYVILLE SEWER IMPROVEMENTS PROJECT is feasible, meets the criteria as described in Exhibit A, which is attached hereto, and has been approved by the Taney County Commission for funding with sewer sales tax funds.

**NOW, THEREFORE**, the County and District, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

**ROUND MOUNTAIN BRIDGE ROAD PROJECT – LETTER OF RECOMMENDATION AND REQUEST FOR CONCURRENCE #BRO-NBIL-B106 (001)**

Jason Sivils, Great River Engineering, was present.

Commissioner Williams moved to approve and enter into record the Letter for Taney County Bridge #BRO-NBIL-B106 (001) also known as the Round Mountain Bridge Road Project. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



January 11, 2020

Mr. Chad Zickefoose  
Missouri Department of Transportation  
3025 East Kearney St.  
Springfield, MO 65803

RE: Taney County Bridge BRO-NBIL-B106(001) Concurrence for Award

Dear Mr. Zickefoose:

The Taney County Commission opened the bids for this project at 1:00 PM on Monday, December 7, 2020 with two bid packets submitted.

Hartman and Company, Inc. was the low bidder with a bid of \$1,602,000.00. Taney County has chosen not to award Add Alternate #1 and will be performing that work outside of this contract. Upon tabulation of all bids, one minor arithmetic error was found.

The DBE goal was 6%.

The contractors were required to be prequalified to bid this project per Sections 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900.

No bidders were declared non-responsive or irregular.

Taney County required subcontractor disclosures from the low and second low bidder within three days after the bid opening and both the low bidder and the second low bidder complied.

**Bid Documents**

Attached is an itemized tabulation of the bids including an engineer's estimate for the project.

Attached are the itemized bid forms from the low and second low bidders.

Attached is the Affidavit of Publication showing proof of advertisement for 21 days prior to bid opening.

Attached are the E-Verify Affidavit and MOU from the low and second low bidders.

Attached are the Bid Guaranty forms from the low and second low bidders.

Attached is the verification sheet of receipt of addenda issued on the project.

**UNIVERSITY OF MISSOURI EXTENSION UPDATE**

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

**BOARD APPOINTMENTS:**

**PLANNING AND ZONING BOARD**

Commissioner Wyatt moved to go with the recommendation of Thomas Holman to serve on the Planning and Zoning Board for a four year term. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PARK BOARD**

Presiding Commissioner Scofield moved to appoint Rickey Gandy III on the Park Board for a three year term. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**ROAD PETITIONS:**

Devin Huff, Road & Bridge Administrator, and Denzil Brown, Assistant Road & Bridge Administrator, were present.

**HIDDEN RIDGE ESTATES**

Commissioner Wyatt moved to deny the roads in Hidden Ridge Estates due to the fact that they are privately owned in a mobile home park. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**POVERTY GULCH & TIMBERIDGE CIRCLE**

Commissioner Wyatt moved to accept the recommendation from Road & Highway Administrator on Timberidge Circle and Poverty Gulch to take them in based on getting the easement. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**WOLF TRAIL DRIVE**

Commissioner Williams moved to bring into the County Road System Wolf Trail Drive to the point discussed on the map where the hammerhead will be. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**TIMBER WOLF ROAD AND GRAY WOLF ROAD**

Commissioner Williams moved to deny Timber Wolf Road and Gray Wolf Road. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**AUTUMN LANE**

Commissioner Wyatt moved we take in Autumn Lane contingent on easements and surveys. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (abstain), and Wyatt (aye).

**EAST BARBARA AVE**

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

**VALLEY VIEW ROAD**

Commissioner Wyatt moved by recommendation to deny Valley View Road. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECESS: 10:39 A.M.****RECONVENE: 10:44 A.M.****SHARY CREEK LANE**

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

**BOBCAT COURT**

Commissioner Williams moved to approve Bobcat Court contingent upon receiving the proper drainage easements. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**SHERWOOD FORREST LANE AND MORNING STAR ROAD**

Commissioner Williams moved to approve Sherwood Forrest Lane and Morning Star Road. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**HUMMINGBIRD HILLS LANE**

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

**TIMBERLAND TRAIL**

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

**GOOSEBERRY COURT**

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

**SUNSET DRIVE, STATE DRIVE, AND JIMCO DRIVE**

Commissioner Williams moved to accept Sunset Drive, State Drive and Jimco Drive. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**CALLAWAY COURT**

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

**SMOKE TREE HILLS**

Commissioner Wyatt moved to take in West Marion, East Marion, Eric Loop and on contingency for Eric Loop and the College gets a right away for turnaround. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**FIVE BROTHERS LANE**

Commissioner Wyatt moved to take in Five Brothers Lane contingency that it becomes a public road and cattle guards being removed with a turnaround being done. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**COURT ORDERS**

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated January 11, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**Exhibit "A"**

PP PAID ABATEMENTS											
Exhibit: <u>A</u>		Date: <u>1/15/2021</u>									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300336	2020	PENDING	2021-01-05	1-66364-900	NEWSOM GLENN & MARGARET	BOAT AND MOTOR OVER ASSESSED	17590	-6158	X		

**PERSONAL PROPERTY ADD ON/ABATEMENTS REPORT FOR DECEMBER 2020**

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to enter into record the December 2020 Personal Property and Abatements Add on Report. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**RECESS: 11:29 A.M.**

**EXECUTIVE SESSION: 11:45 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)**

*(Taney County Commission Hearing 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: 11:59 A.M.**

**DAILY STAFF REVIEW AND AGENDA REQUEST:**

Also present: Lesley Wallace, Commissions 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: 12:05 P.M.**

*The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.*