

**OFFICIAL
COMMISSION MINUTES
MARCH 15th, 2021 – 20th 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 9:03 a.m.

COMMISSION REMARKS

Presiding Commissioner Scofield mentioned that County and government employees can now apply to get the coronavirus vaccine.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #462650 through Check #462672 and Checks #462674 through Check #462723, Warrant #7645 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 9:04 a.m.

Commissioner Williams moved to approve Check #462673. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

Commissioner Wyatt entered the meeting at 9:04 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).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for March 8th, 2021.

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

AUTHORIZATION TO INSPECT AND SIGN FOR FEDERAL SURPLUS PROPERTY

Commissioner Wyatt moved to approve the Authorization Form to take the old Sheriff Jimmie Russell off and put on Brad Daniels as the new Sheriff to the Inspection and Sign of the Federal Surplus Property Report. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR LAW ENFORCEMENT BODY CAMERAS AND RELATED EQUIPMENT #21-017S

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the agreement for Law Enforcement Body Cameras and Related Equipment between WatchGuard Video, Inc. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-017S

AGREEMENT for Law Enforcement Body Cameras and Related Equipment

THIS AGREEMENT dated the 15 day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and WatchGuard Video, Inc., of Allen, Texas (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 to purchase fifty-two (52) Law Enforcement Body Cameras and related equipment ("Equipment") shall include the quote dated February 3, 2021, and March 8, 2021, pursuant to the cooperative purchasing contract with NASPO Master Agreement #OK-MA-145-010/State of Missouri Contract #CT200012001, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services 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. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed: (1) \$146,640.00 pursuant to the quote dated February 3, 2021 for forty-two (42) body cameras payable in five equal payments of \$29,328 with the first installment payable 12 months after the date of this Agreement and each anniversary date thereafter after issuance of an invoice during the term of this Agreement, and (2) \$33,990.00 pursuant to the quote dated March 8, 2021 payable in five equal payments of \$6,798 with the first installment payable 12 months after the date of this Agreement and each anniversary date thereafter after issuance of an invoice during the term of this Agreement (collectively "Purchase Price"). If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of five (5) years. 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 NASPO Master Agreement #OK-MA-145-010/State of Missouri Contract #CT200012001. Billings and invoices may only include the prices provided for via 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.

AGREEMENT FOR MODIFIED AGGREGATE QUICK SET 2021 #21-013RB

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

Commissioner Williams moved to approve the agreement for Modified Aggregate Quick Set 2021 by and between Donaldson Construction Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-013RB

AGREEMENT for Modified Aggregate Quick Set

THIS AGREEMENT dated the 15 day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Donelson Construction Company, LLC of Clever, Missouri (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 to purchase Modified Aggregate Quick Set ("Product") shall include cooperative purchasing Greene County Contract #16-0798 and Donelson Construction Company Estimate, dated January 6, 2021 (collectively "Contract Documents") which are attached hereto and incorporated herein by reference as Exhibit A. Product or Services 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. Contract Price. The County agrees to purchase the Product from the Contractor and the Contractor agrees to sell to the County the Product provided under this Agreement ("Contract Price"). The Contract Price shall not exceed the prices as set forth in the Contract Documents. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and will extend through December 27, 2021. 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 contract reference Greene County Contract #16-0798 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

AGREEMENT FOR MOWERS AND RELATED EQUIPMENT #21-011RB

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

Commissioner Williams moved to approve the agreement for Mowers and Related Equipment by and between Murphy Tractor Equipment Co., Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-011RB

Agreement for Mowers and Related Equipment

THIS AGREEMENT dated the 15 day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Murphy Tractor & Equipment Co., Inc., of Springfield, Mo. (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 to purchase three (3) mowers and related equipment ("Equipment") shall include Quote #00023906, dated January 28, 2021, and cooperative purchasing Sourcewell Contract #052417-DMM, which are each attached hereto and incorporated herein by reference as Exhibit A. Product or Services 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. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed the price as quoted by the aforementioned sales agreement of \$338,547.84. If certain unusual circumstances occur specific to Equipment 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. 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 must be invoiced with specific department information and include Sourcewell Contract #052417-DMM for reference. Billings and invoices may only include the prices provided for via 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.

ADDENDUM TO NOTICE OF RENEWAL – INTERGOVERNMENTAL COOPERATIVE AGREEMENT CITY OF HOLLISTER (‘CITY’) – GRAHAM-CLARK AIRPORT #18-005CM

Presiding Commissioner Scofield referenced a letter from their attorney.

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

ADDENDUM TO NOTICE OF RENEWAL

To: City of Hollister, Missouri

Notice is given that Taney County and the City agree to amend the Notice of Renewal dated _____, relating to the Intergovernmental Cooperative Agreement dated February 1, 2018, as amended by an Addendum dated March 2, 2020 with the City of Hollister, relating to the City’s utilization and occupancy of Hangar No. 1 at Graham-Clark Airport, as follows: The Notice of Renewal shall commence on March 2, 2021, and shall expire on May 21, 2021, subject to each and every term of the Agreement and Addendum. The parties agree that other than as specifically set forth in this Notice, the terms and conditions shall not be altered or amended and the rights and obligations of the parties pursuant to the Agreement remain in full force and effect. A copy of the Agreement, Addendum, and Notice is attached hereto as Exhibit A.

Mike Scofield
Mike Scofield, Presiding Commissioner

Date: 03/15/2021

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: Donna Neeley
Donna Neeley, County Clerk

Date: 3/15/2021

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: David Clark
David Clark, Taney County Auditor

Date: 3/15/2021

THE CITY OF HOLLISTER

ATTEST:

By: _____
Its: _____

By: _____
Its: _____

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

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

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 Linda L. Henson and Taney County.

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

Linda L. Henson, a married person, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 5 day of November, 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 widening the public road now known as Dean Road U-30 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:

Legally described as set forth in Exhibit "A and B" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit:*

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

Devin Huff, 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 Darin Heard and Taney County. 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

Darin Heard, a unmarried person, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 2 day of Novembe, 20 20

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 widening the public road now known as Dean Road U-30 & 125-50 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:

Legally described as set forth in Exhibit "A and B" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit:*

FILL DIRT AGREEEMNT – ADAM YOUNG

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve Fill Dirt Agreement by and between Taney County and Adam Young. Commissioner Wyatt 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 Adam Young (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

3-11-2021
Date:

FILL DIRT AGREEEMNT – BANDY DALTON

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Fill Dirt Agreement by and between Bandy Dalton and Taney County. 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 Bandy Dalton (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

3-9-2021
Date:

EXCHANGE OF SOFT MATCH CREDIT FUNDS

Devin Huff, Road & Bridge Administrator, Jason Sivils, Great River Engineering, and Anne Pierce, Great River Engineering Bridge Engineer, were present.

Commissioner Wyatt moved to approve the transfer of \$95,000.00 Soft Match Funds to Dallas County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ROUND MOUNTAIN NOTICE TO PROCEED

Devin Huff, Road & Bridge Administrator, Jason Sivils, Great River Engineering, and Anne Pierce, Great River Engineering Bridge Engineer, were present.

Commissioner Williams moved to approve the Notice to Proceed for the Round Mountain Road Taney County Bridge Replacement. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



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

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

NOTICE TO PROCEED

March 15th,2021

TO: Hartman & Company, Inc.
AT: 1200 East Woodhurst, Suite J200
Springfield, MO 65804

RE: Taney County Bridge Replacement
BRO-NBIL-B106(001)
Round Mountain Road over Bull Creek
3470

You are notified that you have the Notice to Proceed with construction on the above referenced project. The contract time for work, as discussed in the pre-construction meeting, will commence to run on March 22nd, 2021. On that date, your organization shall start performance and furnishing of the work.

In accordance with the Contract Documents, you will fully complete the project within 150 Calendar days or September 1st, 2021. Whichever comes first.

Taney County Commission

Respectfully

Mike Scofield
Presiding Commissioner Enclosure

PENALTIES & INTEREST 17-3.0-05-001-025-001.000

Mona Cope, Collector, was present.

Commissioner Williams moved to approve the request for Penalties and Interest to be waived for parcel #17-3.0-05-001-025-001.000. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECORDS DISPOSAL LIST FOR 2017

Melanie Smith, Treasurer, was present.

Commissioner Wyatt moved to enter into record the Disposal List as presented by the County Treasurer, Exhibit "A". Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

SOLE SOURCE MOBILE OFFICE SOFTWARE SSP #202103-471

Susan Chapman, Assessor, and Nikki Lawrence, Purchasing Director & Legal Liaison, were present.

Commissioner Williams moved to declare Ulrich Software, Inc as a single source provider. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

TANEY COUNTY HEALTH DEPARTMENT UPDATE

Lisa Marshall, Health Department Director, presented an update on coronavirus vaccinations throughout the county.

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve Exhibit “B” dated March 15, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit “B”

PP PAID ABATEMENTS

Exhibit: B Date: 15 MAR 2021

AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300342	2020	PENDING	2021-03-10	1-105971-900	CALLAWAY DAKOTA AND APPLEBY JOE	DID NOT LIVE HERE JAN 1ST	0	-1520	✓		
300343	2020	PENDING	2021-03-10	1-119654-900	WORLEY JERRY AND MARTHA	RV WAS NOT IN STATE JAN 1ST	12980	-12080	✓		

CARES ACT PHASE 3

Melissa Duckworth, Emergency Management Assistant, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

NOTICE OF DECISION

Commissioner Williams moved to approve the Distribution of County CARES Act Funds Notice of Decision for Phase 3 specific to small businesses. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DISTRIBUTION OF COUNTY CARES ACT FUNDS
NOTICE OF DECISION
TANEY COUNTY, MISSOURI

Date: _____

Application No.: _____

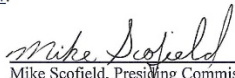
Applicant Name: _____

Dear Applicant:

By this Notice (“Notice”), the County is writing to inform the above-reference Applicant of the County’s determination (the “Decision”) regarding the requests set forth in the above-referenced Request for Distribution of County CARES Act Funds Application (the “Application”). The information set forth on the following pages provides a summary of the Decision regarding the Application. In some cases, additional pages may be attached containing more detailed information regarding the Decision with respect to specific request determinations, awards, denials, and partial awards.

This Decision, and the receipt and use of the Funds is subject to the requirements of the CARES Act and United States Department of Treasury guidance, the representations and warranties set forth in the Application, and the County Distribution Agreement of CARES Act Funds (the “Agreement”), all of which are incorporated herein by reference. If Funds are awarded pursuant to this Notice, in order for the Funds described in this Notice of Decision to be disbursed to the Applicant, the Applicant must approve, execute, and return an original copy of the Agreement attached to this Notice within fourteen (14) days of the date set forth above.


Questions regarding this Notice should be directed to: Melissa Duckworth, 417-546-7233 or Melissa.Duckworth@taneycountymo.gov.


Mike Scofield, Presiding Commissioner


Brandon Williams, Western District Commissioner


Sheila Wyatt, Eastern District Commissioner

ATTEST:


Donna Neeley, County Clerk

DISTRIBUTION AGREEMENT

Commissioner Williams moved to approve the County Distribution Agreement of CARES Act Funds for Phase 3 specific to small businesses. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

County Distribution Agreement of CARES Act Funds

This County Distribution Agreement of CARES Act Funds ("Agreement"), entered into on the date set forth below by and between the undersigned County, of the State of Missouri ("County"), and the undersigned Recipient ("Recipient") an entity which operates within said County (collectively the "Parties").

RECITALS

WHEREAS, pursuant to Section 14.435 of SS SCS HCS HB 2014, the State of Missouri has allocated funds to the County from the Coronavirus Relief Fund set forth under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"); and

WHEREAS, Recipient has requested and applied for available funds from the County to cover costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19), as set forth in the Request for Distribution of County CARES Act Funds Application Form, attached as Exhibit A ("Application") and incorporated herein by reference; and

WHEREAS, through said Application, Recipient has represented, warranted and attested to the County that it meets all state and federal requirements for receipt of a portion of the available funds (the "Funds") as described in said Application; and

WHEREAS, County has reviewed said Application and has made an award decision on even date herewith as set forth in the Notice of Decision, attached as Exhibit B ("Notice of Decision" or "Notice") and incorporated herein by reference; and

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby enter into the following agreement:

1. Purpose. The purpose of this Agreement is to distribute funds from the County to Recipient to cover Recipient's costs and expenses incurred due to COVID-19 (the "Funds"). As Recipient attested to in the Application, Recipient agrees the Funds shall be used only to cover those costs that: (i) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (ii) were not accounted for in Recipient's budget most recently approved as of March 27, 2020; and (iii) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. The Funds shall be used exclusively in accordance with the provisions contained in this Agreement in conformance with state and federal law and for no other purpose. Further, Recipient agrees that Funds shall be used exclusively for the purposes described in the Application, and for the purposes set forth in the Notice of Decision. Recipient shall only use Funds for the purposes set forth in Exhibit B which have been granted. Recipient shall not use Funds for any purposes set forth in Exhibit B which have been denied. Recipient understands and agrees that any deviations from the use of Funds, as described in the Application, and as approved in the Notice of Decision must have prior approval from the County, which is subject to the sole and absolute discretion of the County.

1

RECESS: 9:54 A.M.

RECONVENE: 10:32 A.M.

PHASE 3 CARES ACT DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Melissa Duckworth, Emergency Management Assistant, and Stephanie Spencer, Chief Deputy Clerk.

Discussion ensued.

RECESS: 11:38 A.M.

EXECUTIVE SESSION 11:48 A.M.

EXECUTIVE SESSION PER SECTION 610.021. (1)(2) (LEGAL & REAL ESTATE)

(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 12:23 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Commissions Assistant, and Stephanie Spencer, Chief Deputy Clerk.

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: 12:33 P.M.

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