

**OFFICIAL
COMMISSION MINUTES
MARCH 29th, 2021 – 22nd 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 9:02 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #462796 through Check #462866, no Warrants and one Journal Entry/Transfer. 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 Williams moved to approve Regular Session Minutes for March 22, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PRESENTATION OF DELINQUENT TAX BOOKS & COLLECTORS ANNUAL YEAR-END SETTLEMENT PER RSMo CHAPTER 139 (139,160,139,190) & 52.361

Presiding Commissioner Scofield rescheduled the Presentation of Delinquent Tax Books & Collectors Annual Year-End Settlement per RSMo Chapter 139 until April 5, 2021 per Mona Cope, County Collector.

Commissioner Williams moved to table the Presentation of Delinquent Tax Books & Collectors Annual Year-end Settlement per RSMo Chapter 139 to April 5, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), William (aye), and Wyatt (aye).

AGREEMENT FOR IMPACT NOTICE POSTCARDS #21-022AS

Susan Chapman, Assessor, were present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Impact Notice Postcards by and between Taney County and Diversified Companies, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-022AS

AGREEMENT for Impact Notice Postcards

THIS AGREEMENT dated the 29th day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Diversified Companies, LLC (hereinafter "Vendor").

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 shall consist of this Agreement for Impact Notice Postcards ("Service"), County's Request For Bid #202103-472, Vendor's bid response, 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. Contract Price. Service provided under this Agreement shall not exceed the total contract price as quoted in the attached bid response, not to exceed \$ 7,926, based on a quantity of 23,000 including labor, ink, postage and tracking ("Contract Price"). In the event the County requires quantities in excess of those set forth in the Contract Documents, Vendor shall charge \$0.06 per postcard plus \$0.27 for postage per postcard for quantities in excess of those set forth in the Contract Documents. If certain unusual circumstances occur regarding providing of service, 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 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 Vendors Quote response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202103-472 for tracking. 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; Vendor 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.

ULRICH MOBILE OFFICE SOFTWARE AGREEMENT #21-021AS

Susan Chapman, Assessor, was present. Presiding Commissioner referenced a letter from their attorney.

Commissioner Williams moved to approve the Ulrich Mobile Office Software Agreement by and between Taney County and Ulrich Software, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-021AS

AGREEMENT

for

Mobile Office Software Agreement

THIS AGREEMENT dated the 29th day of March 2021 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Ulrich Software, Inc. (hereinafter "Vendor").

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 shall consist of this Agreement, the Notice of Intent to Declare Single Source Provider No. 202103-471, and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Contract Duration. This Agreement shall be for a term of thirty-six (36) months beginning on the date fully executed by the parties (the "Term"). This Agreement may only be renewed by agreement of the parties in writing.

3. License. Vendor grants County, subject to the terms and conditions of this Agreement, a personal, non-transferable, and non-exclusive license to use Vendor's Assessor Mobile Office Software Application and associated software products ("License"). County agrees not to copy, decompile or reverse engineer Vendor's proprietary software in any manner or for any purpose, without prior written consent. County agrees that aspects of the licensed materials, including the specific design and structure of Vendor's proprietary software constitute trade secrets and/or copyrighted material. County agrees not to disclose, provide, or otherwise make available such trade secrets or copyrighted material in any form to any third party, without prior written consent. County agrees to implement reasonable security measures to protect such trade secrets and copyrighted material. Vendor's proprietary software is owned by Vendor and is protected by United States copyright laws and international treaties. Any software developed for the County is the sole property of Vendor and becomes Vendor's proprietary software. County data that resides in Vendor's proprietary software is the property of the County and not Vendor. Vendor agrees to keep confidential the County data and not to make any use or disclosure of the County data, unless instructed to do so by the County.

4. Annual License and Maintenance. Annual license and maintenance is required for the use of Vendor's proprietary software. Vendor will provide programming services to correct documented program errors which Vendor diagnoses as defects or problems not caused by any use, by the County. Vendor will provide phone support, utilizing the internet for problem resolution. State mandates will be provided at no cost. Installation of and custom programming for the mandates will be chargeable at Vendor's

**CITY OF BRANSON FUNDING AGREEMENT AMENDMENT REQUEST: BRANSON
SANITARY SEWER INFRASTRUCTURE IMPROVEMENT PROJECTS**

John Soutee, Environmental Services Project Coordinator, was present.

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

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON**

2020 CITY WASTEWATER SYSTEM IMPROVEMENT PROJECT

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Branson (hereinafter referred to as "City").

WITNESSETH:

WHEREAS, the County and City entered into an Inter-Governmental Funding Agreement effective June 01, 2020, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of completing the items as outlined in the above referenced funding agreement by December 31, 2020. On 12/07/2020, due to delays related to COVID – 19, the County agreed to extend the original agreement termination date to March 31, 2021, copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.

WHEREAS, due to the need for additional detailed design review specific to the Compton Drive WWTP Flood Protection project, the City now request that the agreement termination date be extended a second time to allow additional time for their engineer to complete the work and submit the final invoice for processing and reimbursement request requirements.

WHEREAS, the County agrees to extend the agreement termination date of the above referenced funding agreement to May 31, 2021.

WHEREAS, THE PARTIES AGREE that all other aspects of the agreement for this project remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: Mike Scofield
Mike Scofield, Presiding
Presiding Commissioner of Taney County

Date: 03/29/2021

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

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 Steven Hunter 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

Steven Hunter, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 15 day of MARCH, 2021

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 public road now known as Sioux Lane 160-75 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 Attachment "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:

RECYCLING CENTER DISCUSSION

Devin Huff, Road & Bridge Administrator, and Jeff Greenwood, Road & Bridge Supervisor, were present.

Discussion ensued.

PARKS DEPARTMENT UPDATE

Clint Hillyard, Chair of the Taney County Park Board Member, Laverne Clark, Powersite Community Center, and Devin Huff, Road & Bridge Administrator, were present.

Discussion ensued.

COURTS ORDER

Wesley Shoemaker, Deputy Clerk, and Andy Adams, Deputy Assessor, were present.

Commissioner Williams moved to approve Exhibit "A" dated March 29, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"

AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
206255	2020	0000-00-00	2021-03-18	09-5.0-21-000-000-059.007	MATHIS DIANE M	OCCUPANCY	1520	-8360	0	0	0	0				

Commissioner Williams moved to approve Exhibit “B” dated March 29, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Exhibit “B”

RE PAID ABATEMENTS																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
206254	2020	0000-00-00	2021-03-18	08-9.0-29-000-000-001.020	D/P COMBINE WITH 1.01 & 1.20		0	0	0	0	0	0	-48930			
206256	2020	0000-00-00	2021-03-19	08-1.0-02-004-005-002.000	D/P COMBINE WITH 1.000	ERRONEOUS ASSESSMENT	0	-670	0	0	0	0	0			
206257	2020	0000-00-00	2021-03-19	18-5.0-15-004-020-005.000	D/P COMBINE WITH 8.000	ERRONEOUS ASSESSMENT	0	-380	0	0	0	0	0			
206258	2020	0000-00-00	2021-03-19	08-9.0-31-000-000-001.030	D/P 3.030 COMBINE WITH 3.25		0	0	0	0	0	0	0			
206259	2019	0000-00-00	2021-03-23	08-1.0-12-001-004-002.000	ENSOR SHAROL L & SCHEER DALE A & CAROL A DENNINGMANN	ERRONEOUS ASSESSMENT	560	-1750	0	0	0	0	0			
206260	2018	0000-00-00	2021-03-23	08-1.0-12-001-004-002.000	ENSOR SHAROL L & SCHEER DALE A & CAROL A DENNINGMANN	ERRONEOUS ASSESSMENT	560	-1750	0	0	0	0	0			
206261	2020	0000-00-00	2021-03-23	08-8.0-33-001-001-005.000	BARNES FAMILY TRUST	ERRONEOUS ASSESSMENT	63400	-2600	0	0	0	0	0			
206262	2019	0000-00-00	2021-03-23	08-8.0-33-001-001-005.000	BARNES FAMILY TRUST	ERRONEOUS ASSESSMENT	63400	-2600	0	0	0	0	0			
206263	2018	0000-00-00	2021-03-23	08-8.0-33-001-001-005.000	HELSEL, TRISHA LIVING TRUST	ERRONEOUS ASSESSMENT	63400	-2600	0	0	0	0	0			

CARES ACT PHASE 3 DISCUSSION

Melissa Duckworth, Emergency Management Assistant, Jonas Arjes, Executive Director Taney County Partnership, were present.

Discussion Ensued.

RECESS: 11:05 A.M.

EXECUTIVE SESSION 11:19 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3) (LEGAL, REAL ESTATE & 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: 11:48 A.M.

RECONVENE: 11:48 A.M.

TANEY COUNTY REGIONAL SEWER DISTRICT OFFICE BUILDING

(Taney County Commission Conference Room)

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

Also present: Kim Lovelace, Deputy Clerk.

Commissioner Williams moved to exercise the right of first refusal for the sale of Taney County Regional Sewer District Office Building located at 207 David Street, Forsyth Missouri and allow Presiding Commissioner Scofield to sign and send a prepared letter stating such. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also Present: Lesley Wallace, Commission Assistant, and Kim Lovelace, 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: 11:55 A.M.

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