

**OFFICIAL
COMMISSION MINUTES
AUGUST 2nd, 2021 – 6th DAY OF
THE JULY 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

Commissioner Wyatt reminded everyone of the August 3rd County Wide Election tomorrow with one item on the ballot.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #464273 through Check #464277 Checks #464279 through Checks #464315, no Warrants, and two Journal Entries/Transfers.

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

Commissioner Williams moved to void Check #464278. Commissioner Wyatt 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 July 26th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for July 26th, 2021. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

MID YEAR INSURANCE REVIEW AND DISCUSSION

John Akers, Ollis/Akers/Arney Insurance Counselor, was present with updates on County Insurance and Health Plans.

INTERGOVERNMENTAL AGREEMENT FOR 911 DISPATCH SERVICES AND PERSONNEL #21-087S

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Intergovernmental Agreement for 911 Dispatch Services and Personnel by and between Taney County and the City of Forsyth. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-087S

INTERGOVERNMENTAL AGREEMENT FOR 911 DISPATCH SERVICES AND PERSONNEL

This Agreement, dated 2nd day of August, 2021 is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, ("County") and City of Forsyth, a municipality of the State of Missouri ("City").

WHEREAS, the City and County are authorized to enter into agreements for common services pursuant to § 70.220; and

WHEREAS, the City and County acknowledge and recognize the need for appropriate personnel and staffing levels for the efficient dispatching of emergency 911 calls and the County is well positioned to provide such dispatching services, and the parties desire to cooperate with one another in order to provide effective and efficient 911 dispatching services for the citizens of the City and County.

NOW, THEREFORE, the City and County each for and in consideration of the promises herein made by the other, hereby agree as follows:

1. **911 Dispatching Services and Personnel:** Pursuant to the terms and conditions set forth in this Agreement, and in exchange for the consideration provided by the City as set forth in paragraph 3, below, the County agrees to provide 911 Dispatching Services to the City and to employ, in addition to its existing 911 dispatching personnel, a 911 communications employee (the "Communications Employee") as well as such equipment and licenses necessary in order for the Communications Employee to perform the duties and responsibilities of the position relating to the dispatching of emergency 911 calls and related duties, for the benefit of the City and its residents, and the County. The County shall be the sole employer of the Communications Employee, and the Communications Employee shall be subject to the employee compensation, benefits, policies and procedures of the County. The County shall select the Communications Employee according to County policy and shall have the sole discretion regarding the hiring, firing, discipline and other employment matters relating to the Communications Employee.

2. **Expenses:** The County shall have the sole responsibility for the compensation, benefits, insurance, training and other expenses relating to the Communications Employee which is the subject of this Agreement.

3. **Compensation:** In exchange for the services and personnel described in paragraph 1, above, the City shall pay the County thirty-five thousand and no/100 dollars (\$35,000) per year in consideration for the Communication Employee and services provided. This payment is to be paid in a single payment within thirty (30) days of execution of this Agreement by the parties. Future payments are to be paid as a single payment by the first day of the County's fiscal year.

4. **Term:** The Effective Date of this Agreement shall be August 1, 2021, and shall have an initial term of one (1) year ending on July 31, 2022 (the "Initial Term"). This Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless either party notifies the other party in writing at least sixty (60) days prior to the termination of the Agreement at the end of either the Initial Term or any Renewal Term.

NOTICE OF RENEWAL – HVAC SERVICES #21-088M

Presiding Commissioner Scofield referenced a letter from their attorney.

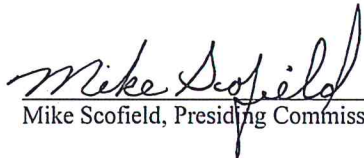
Commissioner Williams moved to approve the Notice of Renewal by and between Taney County and Temperature Control Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 21-088M

NOTICE OF RENEWAL

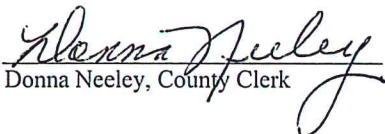
To: Temperature Control Co., Chuck McDaniel, Authorized Representative, 613 North Main Street, Springfield, Missouri, 65806

Notice is given that the County of Taney, Missouri hereby renews its agreement with Temperature Control Co., for HVAC Services (Judicial Center & Jail Facilities – “EPM / CTC” Software, commencing August 5, 2021, for a period of (1) one year, which will expire on August 4, 2022. A copy of this agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 08/02/2021

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 Notice of Renewal.

By: 
Donna Neeley, County Clerk

Date: 8/2/2021

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, Taney County Auditor

Date: 8/2/2021

BID RECOMMENDATION FOR POWER BROOM (1 OR MORE) #202107-483

Nikki Lawrence, Purchasing Director & Legal Liaison and Devin Huff, Road & Bridge Administrator, were present.

Commissioner Wyatt moved to approve G.W. Van Keppel Company for the Bid # 202107-483. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

POWERSITE COMMUNITY CENTER DISCUSSION

The following citizens came before the Commission:

- Laverne Clark of 2311 State Highway VV, Powersite,
- Wanda Barnett of 1100 Hwy VV, Powersite,
- JT Magness of P.O. Box 113, Powersite,
- Rick Key of 2361 Hwy VV, Powersite

Discussion ensued.

Presiding Commissioner ms; Eastern Commissioner SW; Western Commissioner W

PARK BOARD RESIGNATION AND APPOINTMENT OF BOARD MEMBERS

Commissioner Wyatt moved to accept the resignation of Rickey Gandy III from the Taney County Park Board whose term is supposed to end on December 31, 2023 he now lives in St. Louis. Motion dies due to lack of second.

BOARD APPOINTMENTS

ENHANCED ENTERPRISE ZONE

Jonas Arjes, Executive Director Taney County Partnership, was present.

Commissioner Williams moved to reappoint Brand Kopp and Chet Dixon to the EEZ Board for a term of January 1, 2021 through December 31, 2025. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

POINT LOOKOUT AIRPORT

Mike Mulnik, M Graham Clark Airport Manager, was present.

Commissioner Wyatt moved to reappoint Bill Jones and Dr. Glen Cameron to the Taney County Airport Board for the term of four years beginning July 31, 2021. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

SPECIAL WARRANTY DEED WITH REVERTER AND RIGHT OF FIRST REFUSAL/THE SCHOOL OF THE OZARKS A/K/A COLLEGE OF THE OZARKS

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the conveyance of the turnaround from College of the Ozarks to the county in the form of this executed special warranty deed attached to the Order as Exhibit C. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Title of Document: Special Warranty Deed with Reverter and Right of First Refusal

Date of Document: March 15, 2021

Grantor: The School of the Ozarks, a Missouri non-profit corporation, a/k/a College of the Ozarks

Grantor's Address: College of the Ozarks
c/o J. Michael Bridges
901 St. Louis Street, Suite 1800
Springfield, MO 65806

Grantee: Taney County, Missouri

Grantee's Address: Taney County Commission
P.O. Box 1086/132 David Street
Forsyth, MO 65653

Legal Description: See Legal Description on Following Page

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Special Warranty Deed. In the event of a conflict between the provisions of the attached Special Warranty Deed and the provisions of this cover page, the attached Special Warranty Deed shall prevail and control.

HB: 4825-1768-7723.3

ORDER OF THE TANEY COUNTY, MISSOURI COMMISSION CONFIRMING THE ACCEPTANCE AND ESTABLISHMENT OF ERIC LOOP #21-089RB

Devin Huff, Road & Bridge Administrator was present.

Commissioner Williams moved to approve the Order of the Taney County Missouri Commission confirming the acceptance and establishment of Eric Loop which includes Exhibit A, B, and C depicting Eric Loop and the turnaround. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER OF THE TANEY COUNTY, MISSOURI COMMISSION CONFIRMING THE ACCEPTANCE AND ESTABLISHMENT OF ERIC LOOP

WHEREAS, on January 11, 2021, the Taney County Commission considered a petition to establish a public road referred to as "Eric Loop" (the "Road"); and

WHEREAS, Eric Loop is depicted and described in Exhibit A, An Amended Plat of Phase 2 Smoke Tree Hills Subdivision, recorded in the Taney County Recorder of Deeds at Slide F, Page 247, dated July 27, 1998; and

WHEREAS, on January 11, 2021, the County Commission voted to accept said Road conditioned on the completion of a survey and the College of the Ozarks conveying to the County a hammerhead cul-de-sac for a turnaround at the end of Eric Loop; and

WHEREAS, a boundary survey of the hammerhead cul-de-sac turnaround (the "Turnaround") has been completed as attached hereto as Exhibit B; and

WHEREAS, the College of the Ozarks has prepared, executed and delivered to the County a Special Warranty Deed with Reverter and Right of First Refusal for conveyance of the Turnaround attached hereto as Exhibit C; and

WHEREAS, the County Commission desires to accept the Turnaround and to formally confirm the acceptance and establishment of Eric Loop as a county road for use by the public;

NOW, THEREFORE, the County Commission of Taney County, Missouri, confirms and orders, as follows:

1. Incorporation. Each and every finding set forth in the whereas clauses set forth above are incorporated as the findings of the County Commission by reference.
2. Acceptance; Establishment; Dedication. The Taney County Commission hereby ratifies, accepts, and adopts Eric Loop as a public road, as depicted and legally described as set forth in Exhibits A, B, and C.

1


3. Effective Date. This Order shall be recorded in the office of the Taney County, Missouri, Recorder of Deeds and shall be in full force and effect from and after the date of its passage and approval by the County Commission.

So ordered this 2nd day of August, 2021.

TANEY COUNTY COMMISSION


Mike Scofield
Presiding Commissioner



Sheila Wyatt
Eastern District Commissioner


Brandon Williams
Western District Commissioner

ATTEST

On this 2nd th day of August, 2021, before me personally appeared Mike Scofield, Presiding Commissioner, Sheila Wyatt, Eastern District Commissioner, and Brandon Williams, Western District Commissioner, and said Commissioners acknowledged this instrument to be their free act and deed of and on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Order made and entered by the Taney County Commission on this 2nd th day of August, 2021.


Donna Neeley
Clerk of the Taney County Commission

FILL DIRT AGREEMENT – ALYSSA MARDIS

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Alyssa Mardis and Taney County. 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 Alyssa Mardis (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

7-28-2021
Date:

RECESS: 10:15 A.M.

EXECUTIVE SESSION 10:31 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 11:44 A.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, Administrative Assistant.

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

RECESS: 11:53 A.M.

RECONVENE: 1:07 P.M.

COMMISSION MEETING WITH BOARD OF ALDERMAN

(Branson City Hall)

Discussion ensued.

ADJOURNMENT:

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

ADJOURN 2:10 P.M.

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

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