

**OFFICIAL
COMMISSION MINUTES
OCTOBER 10th, 2023 – 3rd DAY OF
THE OCTOBER ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

Commissioner Wyatt stated that we all need to be in mind and remember Israel in this time and be thankful that it is not on our soil right now.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #473361 through Check #473429, Warrants #8239 through #8241 and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (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: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for October 2nd, 2023 and October 6th, 2023 and Executive Session Minutes for October 2nd, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**MOU BETWEEN UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
VETERANS HEALTH CARE SYSTEM OF THE OZARKS, AND TANEY COUNTY,
MISSOURI SHERIFF'S OFFICE #23-126S**

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Memorandum of Understanding by and between the United States Department of Veterans Affairs, Veterans Health Care System of the Ozarks, and Taney County, Missouri Sheriff's Office. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
VETERANS HEALTH CARE SYSTEM OF THE OZARKS
AND
TANEY COUNTY, MISSOURI SHERIFF'S OFFICE**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) Veterans Health Care System of the Ozarks (VHSO) and the Taney County, Missouri Sheriff's Office, hereinafter referred to as "parties."

1. **PURPOSE.** To establish general working relationships between the VHSO VA Police Service and Taney County Sheriff's Office as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at VHSO Branson VA Community Based Outpatient Clinic located at 5571 Gretna Rd. in the city of Branson, MO. and within Taney County.

2. REFERENCES.

- a) VA Directive 0730, *Security and Law Enforcement*, 12 December 2012
- b) VA Handbook 0730, *Security and Law Enforcement*, 11 August 2000
- c) VHSO VA Police Service has proprietorial jurisdiction at 5571 Gretna Rd. (Branson VA Community Based Outpatient Clinic).

3. GENERAL.

a. The Veterans Health Care System of the Ozarks VA Community Based Outpatient Clinic is located in the city of Branson and within Taney County. VHSO provides primary, specialty, and extended care to Veterans throughout Arkansas, Missouri, and Oklahoma. The mission of the VHSO is to provide timely, efficient, ethical, safe, compassionate, and quality health care to Veteran patients.

b. The Taney County Sheriff's Office has proprietorial jurisdiction with the Federal Government over the VHSO Branson VA Community Based Outpatient Clinic. This jurisdiction grants local police agencies the authority to enforce state laws on VHSO property.

4. RESPONSIBILITIES.

a. VHSO VA Police Service will:

- (1) Maintain law and order and enforce Federal laws and VA regulations at the Branson VA Community Based Outpatient Clinic for the protection of property owned or occupied by the VA and persons on the property.

LETTER OF REPRESENTATION – KPM CPAS & ADVISORS #23-129A

David Clark, County Auditor, was present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Letter of Representation to KPM CPA’s & Advisors as presented. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



County of **TANEY** State of Missouri

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OFFICE OF
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PRESIDING COMMISSIONER
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BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
Brandon.Williams@taneycountymo.gov
SHEILA WYATT
EASTERN DIST. COMMISSIONER
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October 10, 2023

KPM CPAs & Advisors
1445 E. Republic Road
Springfield, MO 65804

This representation letter is provided in connection with your audit(s) of the financial statements of Taney County, Missouri, which comprise the respective financial position of the governmental activities, each major fund, the aggregate remaining fund information and the discretely presented component units as of December 31, 2022, and the respective changes in financial position and, where applicable 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 September 20, 2023, 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 January 10, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP 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 the modified cash basis of accounting 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.
- 5) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements .
- 6) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole. A list of the uncorrected misstatements is attached to the representation letter.

**AGREEMENT FOR 2024 HALF TON CREW CAB 4X4 PICKUP TRUCK (1 OR MORE)
#23-130RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for 2024 Half Ton Crew Cab 4x4 Pickup Truck, one or more by and between Taney County and Pinegar Chevrolet Buick GMC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

23-130RB

AGREEMENT
for
2024 ½ Ton Crew Cab 4x4 Pickup Truck
(1 or more)

THIS AGREEMENT dated the 10th day of October 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Pinegar Chevrolet Buick GMC, Inc. of Branson, 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 one (1) or more 2024 ½ Ton Crew Cab 4x4 ("Vehicles") shall include the Contractor's bid response to County's Request For Bid # 202309-537 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 at a base contract price of Fifty-Eight Thousand, Ninety-Five Dollars and No Cents each (\$58,095.00), warranty included, 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 must be invoiced with specific department information. 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

**DEPARTMENT OF THE ARMY LICENSE, TABLE ROCK LAKE, TANEY COUNTY,
MO NO. DACW03-3-23-23402 #23-128RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the License by and between the Secretary of the Army, Department of the Army of the United States and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

NO. DACW03-3-23-23402

**DEPARTMENT OF THE ARMY LICENSE
TABLE ROCK LAKE
TANEY COUNTY, MISSOURI**

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under authority of Title 10, United States Code, Section 2668, hereby grants to **County of Taney, State of Missouri, P. O. Box 1018, Forsyth, Missouri 65653**, hereinafter referred to as the grantee, a license for **construction, use, and maintenance of a turnaround and parking area** over, across, in and upon lands of the United States, as identified in **Exhibit "A"** and **Exhibit "B"**, attached hereto and made a part hereof, hereinafter referred to as the premises.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of **five (5) years** beginning **September 15, 2023**, and ending **September 14, 2028**, but revocable at will by the Secretary.

2. CONSIDERATION

The consideration for this license shall be the construction, operation and maintenance of the premises for the benefit of the general public in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All notices and correspondence to be given pursuant to this license shall be addressed, if to the grantee, to **County of Taney, State of Missouri, P. O. Box 1018, Forsyth, Missouri 65653**, and if to the United States, to the **Chief, Real Estate Division, Little Rock District Corps of Engineers, P.O. Box 867, Little Rock, Arkansas 72203-0867**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary," "Chief, Real Estate Division," "Real Estate Contracting Officer," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

EQUIPMENT AND SOFTWARE MAINTENANCE AGREEMENT #23-125CM

Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Agreement for Equipment and Software Maintenance by and between Taney County and Pitney Bowes Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

No. 23-125CM

Agreement
for
Equipment and Software Maintenance

THIS AGREEMENT dated the 10th day of October 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Pitney Bowes Inc. (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 for the purchase of mail center equipment, subscriptions, meter service and annual maintenance ("Product") shall include the Contractor's Purchase Quote 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. Product provided under this Agreement shall not exceed the price as quoted in the attached Purchase Quote in the amount of \$18,969.38 plus \$1,728.00 per year for equipment maintenance service and \$386.76 per quarter for subscriptions and meter service. If certain unusual circumstances occur regarding delivery or product availability, 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 extend for 12 months thereafter, subject to the provisions for termination specified below. This Agreement may be automatically renewed for three (3) additional one (1) year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response. This Agreement may be renewed thereafter on a month-to-month basis for up to six (6) months in the event the County is unable to re-bid and award a new contract prior to full expiration.

4. Billing and Payment. All billing must be invoiced with specific department information. 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.

MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the September 2023 Monthly Budget Report.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Amber Allen, Field Specialist in Human Development and Chrystal Irons, Director of the Missouri Small Business Development Center at Missouri State University, updated the Commission on the Missouri Extension programs.

Discussion ensued.

RECESS: 9:24 A.M.

RECONVENE: 9:40 A.M.

BUDGET ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: David Clark, County Auditor, Jennifer Johnson, Auditor Clerk, Marc Rys, I.S. Administrator, and Stephanie Spencer, County Clerk.

Discussion ensued.

COUNTY CLERK ROUND TABLE

(Taney County Commission Conference Room)

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

Also Present: David Clark, County Auditor and Stephanie Spencer, County Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:37 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3)(12) (LEGAL, PERSONNEL & CONTRACTS)

(Taney County Commission Conference Room)

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

See the Executive Session Minutes for any motions made or votes taken.

RECESS: 10:47 A.M.

RECONVENE: 10:50 A.M.

END OF EXECUTIVE SESSION: 11:40 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Tami Koran, Commission 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: Plummer (aye), Williams (aye), and Wyatt (aye).

ADJOURN: 11:56 A.M.

The minutes were taken by Nick Plummer, Presiding Commissioner, Stephanie Spencer, County Clerk, and Lesley Wallace, Deputy Clerk, and typed by Lesley Wallace, Deputy Clerk.

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