

**OFFICIAL
COMMISSION MINUTES
DECEMBER 26th, 2023 – 16th 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 (absent).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:02 a.m.

COMMISSION REMARKS

Presiding Commissioner Plummer stated that next Monday, January 1st, 2024 the Taney Courthouse will be closed for New Year's Day. We will reconvene Tuesday, January 2nd, 2024.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #474277 through Check #474350, no Warrants and three Journal Entries/Transfers. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for December 20th, 2023 and Executive Session Minutes for December 18th, 2023 with corrections. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

INTERGOVERNMENTAL AGREEMENT D.A.R.E. PROGRAM #23-156S

Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Intergovernmental Agreement D.A.R.E Program by and between D.A.R.E Iowa, the Hollister RV School District and Taney County. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).



RETURN INTERGOVERNMENTAL AGREEMENT

D.A.R.E. Program

(Please Print or Type)

We the undersigned agree, if selected to participate in the Drug Abuse Resistance Education (D.A.R.E.) Program, to the following:

As law enforcement administrator, I agree to make my law enforcement officer available to instruct the D.A.R.E. curriculum in the school district named within this application. I will (barring emergencies) attempt to limit the officer's absence from the D.A.R.E. classroom on his/her designated day(s) of instruction. In return, D.A.R.E. Iowa will provide 80 classroom hours of certified D.A.R.E. officer training and technical assistance to the participating agency.

Name Jeremy Wilson Title Training Sergeant

Department Taney County Sheriff's Office

Address PO Box 1005 Forsyth MO 65653

Signature _____ Date _____

As school superintendent, I agree to provide classroom space and allot one period a week to the targeted class for delivery of the D.A.R.E. Program. I understand a teacher must be present in the classroom while the law enforcement officer presents the D.A.R.E. curriculum. The classroom teacher will assist, if necessary, in the collection of assigned homework and will make bulletin board space available within the classroom.

Name Dr Brian Wilson Title Superintendent of Schools

School District Hollister R-V School District

Address 1914 State Hwy BB Hollister MO 65672

Signature *Brian Wilson* Date 11/16/23

NOTICE OF RENEWAL FOR AUTOPSY AND TOXICOLOGY SERVICES #23-160CR

Commissioner Williams moved to approve the Notice of Renewal by and between Southwest Missouri Forensics II, LLC d/b/a Southwest Missouri Forensics and Taney County. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

No. 23-160CR

NOTICE OF RENEWAL

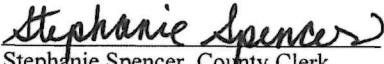
To: Southwest Missouri Forensics II, LLC dba Southwest Missouri Forensics, Carla Yoder, President/CEO, P.O. Box 1695, Nixa, Missouri 65714

Notice is hereby given that the County of Taney, Missouri agrees to renew the Agreement for Autopsy and Toxicology Services with Southwest Missouri Forensics II, LLC dba Southwest Missouri Forensics, for autopsy and toxicology services, commencing January 1, 2024, for a period of one (1) year, which will expire on December 31, 2024, a copy of the Agreement is attached hereto as Exhibit A.


Nick Plummer, Presiding Commissioner

Date: 12/26/2023

ATTEST: I, Stephanie Spencer, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Nick Plummer, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Stephanie Spencer, County Clerk

Date: 12/26/2023




Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

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: 12/26/23

AGREEMENT FOR SEPTIC SYSTEM SERVICES #23-158ES

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner 

Commissioner Williams moved to approve the Agreement for Septic System Services by and between S&S Pumping Incorporated and Taney County. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

No. 23-158ES

Agreement
for
Septic System Services

THIS AGREEMENT dated the 26th day of December 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and S & S Pumping, Inc. of Saddlebrooke, 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 provide Septic System Services ("Services") shall include the Contractor's bid response to County's Request For Bid # 202311-544 and any applicable addenda which are attached hereto and incorporated herein by reference ("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. Services provided under this Agreement shall not exceed the prices as set forth in the Contract Documents, and as quoted in the attached bid response table. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur regarding Services 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for two (2) additional one-year periods by Order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor's bid response to continue to perform services "as needed". This agreement may be renewed thereafter on a month to month basis for up to six 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.

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.

AGREEMENT FOR HVAC SERVICES (JUDICIAL CENTER + JAIL FACILITIES – EPM ~ CTC SOFTWARE) #23-157M

Presiding Commissioner NP; Eastern Commissioner Q; Western Commissioner W

Scott Terpening, Building & Grounds, was present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Agreement for HVAC Services by and between Temperature Control Company and Taney County. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

No. 23-157M

Agreement
For
HVAC Services
(Judicial Center & Jail Facilities – “EPM / CTC” Software)

THIS AGREEMENT dated the 26th day of December 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter “County”) and Temperature Control Co. of Springfield, 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 provide HVAC Services for the Taney County Judicial Center and Jail facilities (“Services”) shall include the Contractor’s bid response to County’s Request For Bid # 202311-542 and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A (“Contract Documents”). Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. This Agreement shall be subject to the requirements, terms, and conditions set forth in the Contract Documents. 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. Services provided under this Agreement shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an “as needed” basis with scheduling being completed via mutual agreement of the parties, including all items listed within the bid response. Contractor must comply with Missouri Prevailing Wage Work Order #30 currently in place as it applies specifically to Taney County (110), which is contained in Exhibit A, and incorporated herein by reference. If certain unusual circumstances occur regarding specific services 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for additional four (4) - one-year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the Contractor’s bid response to continue to perform services on an “as needed” basis. This agreement may be renewed thereafter on a month to month basis for up to six 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.


DIRECT SALE AGREEMENT #23-155RB

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

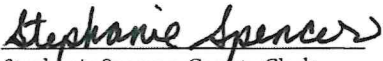
Presiding Commissioner MP; Eastern Commissioner W; Western Commissioner W

Commissioner Williams moved approve the Direct Sale Agreement by and between Cintas and Taney County. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

- RETURN POLICY: Returns will be accepted up to 30 days after delivery date. Returns will be accepted for items that are unworn, clean and with all tags intact.

CINTAS	CUSTOMER
Location: CINTAS 569	I agree that I am authorized to sign on behalf of TANEY COUNTY
Signature:	Please Sign Name: 
Print Name:	Please Print Name: Nick Plummer
Title:	Please Print Title: Presiding Commissioner
Accepted - GM:	Email: Nick.Plummer@Taneycounty.mo.gov

ATTEST: I, Stephanie Spencer, as the Clerk of the Taney County Commission hereby attest that the above Agreement was executed by Taney County Presiding Commissioner, Nick Plummer, pursuant to a duly passed motion of the Taney County Commission approving the above Agreement.

By: 
Stephanie Spencer, County Clerk

Date: 12/26/2023

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 Agreement 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 Agreement.

By: 
David Clark, Taney County Auditor

Date: 12/26/23

**GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY
DEVILS POOLS RD.**

Devin Huff, Road & Bridge Administrator, was present.

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner 

Commissioner Williams moved to approve the Grant of Perpetual Easement for Public Road Right-of-Way by and between Western Taney County Fire Protection District and Taney County, Missouri. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY

Western Taney County Fire Protection District, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTOR", on this 13 day of December, 2023

grants and conveys 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, does hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a perpetual easement and right-of-way to locate, construct, maintain, remove, operate, replace and repair and improve the public road now known as Devils Pool Road for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to the installation of curbs and gutters, over, upon, under and through the described tract of land laying and being situated in the County of Taney and Sate of Missouri, and which is legally described as set forth in Attachment "A" to this easement document, and is incorporated herein by reference as though fully set out.

To have and to hold the premises aforesaid for the aforesaid use with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its representatives and assigns forever; the said GRANTOR hereby covenanting that GRANTOR is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTOR has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTOR or those under whom GRANTOR claims and that GRANTOR will warrant and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed this 13 day of December, 2023.

Western Taney County Fire Protection District

By: [Signature]

Print Name/Title: Greg M. Baker

[Signature]

Print Name/Title: Davis Hees U. Pres.

[Signature]

Print Name/Title: R. Bruce Mattson
SECRETARY/TREASURER

Print Name/Title: _____

ORDER FOR ACH OF CENTRAL BANK-HEALTH SAVINGS PLAN

Melanie Smith, Treasurer, was present.

Commissioner Williams moved to approve the Order for ACH of Central Bank-Health Savings Account year for 2024. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).



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

ORDER FOR ACH OF CENTRAL BANK
HEALTH SAVING ACCOUNT
YEAR OF 2024

WHEREAS the Taney County Treasurer has arranged for ACH of the Central Bank HSA as needed when funds are disbursed to Central Bank-HSA for Taney County Elected Officials and Taney County Employees;

WHEREAS Taney County Elected Officials and Taney County Employees have requested and signed up for said HSA;

WHEREAS time is of the essence in completing transactions for the HSA, and the Treasurer must get the information to Central Bank-HSA on time and on a set schedule;

NOW, THEREFORE BE IT ORDERED BY THE COMMISSION OF TANEY COUNTY, MISSOURI, THAT;

1. The County Treasurer is to implement and facilitate the HSA for Taney County Elected Officials and Taney County Employees that have applied to participate in the program.
2. For each transaction, and after being notified by Central Bank-HSA, the County Treasurer is to make note of the amount that each employee has withdrawn and record said amount into the correct funds.

Melanie Smith
Melanie Smith, Taney County Treasurer

12/26/23
Date

Nick Plummer
Nick Plummer, Presiding Commissioner

12/26/2023
Date

Stephanie Spencer
Stephanie Spencer, Taney County Clerk

12/26/2023
Date

ORDER FOR ACH OF HEALTH EQUITY-FSA
Melanie Smith, Treasurer, was present.

Presiding Commissioner NP; Eastern Commissioner MS; Western Commissioner MS

Commissioner Williams moved to approve the Order for ACH of Health Equity Aflac Flex Plan year of 2024. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).



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

ORDER FOR ACH OF HEALTH EQUITY
AFLAC FLEX PLAN
YEAR OF 2024

WHEREAS the Taney County Treasurer has arranged for ACH of the Health Equity-Aflac Flex Plan as needed when funds are disbursed to Health Equity-Aflac Flex Plan for Taney County Elected Officials and Taney County Employees;

WHEREAS Taney County Elected Officials and Taney County Employees have requested and signed up for said Flex Plan;

WHEREAS time is of the essence in completing transactions for the Flex Plan, and Treasurer must get the information to Health Equity-Aflac Flex Plan on time and on a set schedule;

NOW, THEREFORE BE IT ORDERED BY THE COMMISSION OF TANEY COUNTY, MISSOURI, THAT;

1. The County Treasurer is to implement and facilitate the Flex Plan for Taney County Elected Officials and Taney County Employees that have applied to participate in the program.
2. For each transaction, and after being notified by Health Equity-Aflac Flex Plan, the County Treasurer is to make note of the amount that each employee has withdrawn and record said amount into the correct funds.

Melanie Smith
Melanie Smith, Taney County Treasurer

12/26/23
Date

Nick Plummer
Nick Plummer, Presiding Commissioner

12/26/2023
Date

Stephanie Spencer
Stephanie Spencer, Taney County Clerk

12/26/2023
Date

RECORDS DISPOSAL LIST TURNED OVER TO COUNTY CLERK

Melanie Smith, Treasurer, was present

Commissioner Williams moved to accept and enter into the record the Records Disposal List as presented by the Taney County Treasurer's Office. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).



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

December 26, 2023

To: Stephanie Spencer
 Taney County Clerk

RE: Records Disposal List
 Taney County Treasurer's Office

The following records and documents have been submitted to the Taney County Clerk's office for retention for the year of 2020. According to the County Treasurer's Records Manual and Chapter 109 of the Missouri Statutes the Treasurer's Office is eligible to turn over documents after the completion of audit:

2020

- Bank Statements
- Bank Reconciliation
- Receipt Books
- Accounts Payable Stubs
- Payroll Stubs
- Deposit Books
- Treasurer Check Stubs
- County Warrants
- Folders for Accounts

Respectfully,

Melanie Smith

Taney County Treasurer
 Melanie Smith

COURT ORDERS

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated December 26th, 2023. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (absent).

AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300884	2021	PENDING	2023-12-15	1-108571-900	BUTLER BARBARA	REFUND THE LAC PLEASE	3330	0			
300885	2022	PENDING	2023-12-15	1-108571-900	BUTLER BARBARA	REFUND LAC CHARGE PLEASE	3770	0			
300886	2023	PENDING	2023-12-15	1-108571-900	BUTLER BARBARA	REFUND THE LAC CHARGE	3370	0			
300887	2022	PENDING	2023-12-19	1-110556-900	HOUSER WESLEY & JANE	PAID ON INCORRECT PROPERTY	22170	-24430			
300888	2020	PENDING	2023-12-15	1-108571-900	BUTLER BARBARA	PAID ABATEMENT CHANGE	3370	0			

RECESS: 9:17 A.M.

RECONVENE: 9:32 A.M.

Presiding Commissioner NP; Eastern Commissioner W; Western Commissioner W

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer and Commissioner Williams.

Also present: Tami Koran, Commission Assistant and Lesley Wallace, 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. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (absent).

ADJOURN: 9:34 A.M.

The minutes were taken and typed by Lesley Wallace, Deputy Clerk.

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