

**OFFICIAL  
COMMISSION MINUTES  
FEBRUARY 13<sup>th</sup>, 2024 – 12<sup>th</sup> DAY OF  
THE JANUARY 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 9:04 a.m.

**COMMISSION REMARKS**

Presiding Commissioner Plummer stated that the courthouse will be closed February 19<sup>th</sup>, 2024 in observation for Presidents Day, the next regular Commission meeting will be held Tuesday, February 20<sup>th</sup>, 2024.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #474753 through Check #474842, Warrants #8326 through #8328 and two Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**APPROVAL OF PAYROLL**

Commissioner Wyatt moved to approve payroll. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes and Executive Session Minutes for February 5<sup>th</sup>, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**APPROVAL OF PERSONNEL POLICY HANDBOOK CHANGES/UPDATES**

Dawn Bilyeu, A/P & Payroll, Dawn Muller, Employee Benefits Administrator, and Devin Huff, Road & Bridge Administrator were present.

No action taken.

**APPROVAL OF RANGE OPERATIONS POLICY**

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve and accept and enter into the record the range operations policy as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**AMENDMENT #3 TO FOOD SERVICE AGREEMENT #24-017S**

Brad Daniels, Sheriff, was present.

Tabled, no action taken.

**EQUIPMENT PROPOSAL FOR COMMERCIAL WASHER #24-018M**

Scott Terpening, Building & Grounds, and Sherry Simpson, Animal Control Manager, were present. Presiding Commission Plummer referenced a letter from their attorney.

Commissioner Wyatt moved to approve the agreement between Loomis Brothers Company and Taney County for the purchase of commercial washer file #24-018M. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-018M




Corporate Office: 409 Biltmore Drive  
 Fenton, Missouri 63026  
 Phone: 800-783-6665  
 Fax: 636-343-1771  
[www.loomisbros.com](http://www.loomisbros.com)  
[mhilton@loomisbros.com](mailto:mhilton@loomisbros.com)

**EQUIPMENT PROPOSAL**  
 Reference #MH0124014  
 Sales Rep: Matt Hylton

Taney County Jail Dog House  
 266 Main St  
 Forsyth, MO 65653

Date: January 18, 2024  
 Name: Scott Terpening  
 Phone: (417) 251-3221  
 Email: [modiggity68@gmail.com](mailto:modiggity68@gmail.com)

**QTY. DESCRIPTION TOTAL PRICE**

1	<p><b>MILNOR model MWT16X5 35 LB Rigid Mount Washer-Extractor Includes:</b></p> <ul style="list-style-type: none"> <li>• 3 speeds</li> <li>• EP-Express ® Programmable Controller</li> <li>• Back-lit LCD display</li> <li>• Single-motor inverter drive</li> <li>• Tall, lifting ribs</li> <li>• Sealed ball bearings</li> <li>• High M.A.F. (Mechanical Action Factor)</li> <li>• Large cylinder perforations</li> <li>• Fresh-water flushing chemical manifold</li> <li>• Auto tension V-belt drive</li> <li>• Five (5) liquid chemical injection ports</li> <li>• Control reads in English/second language</li> <li>• 5-year limited warranty on frame, cylinder &amp; shell</li> <li>• <b>Steel Base</b></li> </ul> <p>Machine Voltage: 240/1/60</p>		\$9,301.00
---	---	---	------------

**\*\*Please specify voltage required:** \_\_\_\_\_ **Initial** \_\_\_\_\_

ESTIMATED INBOUND FACTORY FREIGHT: \$495.00  
*Applicable freight to be added at time of invoicing.*

**DUE TO THE SHORTAGE OF DRIVERS IN AMERICA, ALL FREIGHT QUOTES ARE ESTIMATED ONLY, SUBJECT TO CHANGE WITHOUT NOTICE. YOU SHOULD HAVE YOUR FREIGHT QUOTED AGAIN PRIOR TO SHIPMENT.**

Initial ST

**EQUIPMENT PROPSAL #23-086M**

Scott Terpening, Building & Grounds, was present.

Commissioner Williams moved to approve the Equipment Proposal by and between Loomis Brothers Equipment Company and Taney County for commercial dryer. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



Corporate Office: 409 Biltmore Drive  
 Fenton, Missouri 63026  
 Phone: 800-783-6665  
 Fax: 636-343-1771  
[www.loomisbros.com](http://www.loomisbros.com)  
[mhylton@loomisbros.com](mailto:mhylton@loomisbros.com)

**EQUIPMENT PROPOSAL**  
 Reference #MH0923037  
 Sales Rep: Matt Hylton

Taney County Justice Center  
 266 Main St  
 Forsyth, MO 65653

Date: September 27, 2023  
 Name: Scott Terpening  
 Phone: (417) 251-3221  
 Email: [modiggity68@gmail.com](mailto:modiggity68@gmail.com)

**QTY. DESCRIPTION TOTAL PRICE**

- 1 MILNOR model M50V Electric Dryer Tumbler Includes:
- 50 lb. Capacity
  - 18.30 cu. ft basket volume
  - 68,200-102,400 Btu/hr heat input
  - 750 cfm airflow
  - Radial airflow
  - Self diagnostic microprocessor with patented auto drying feature
  - Steel door with gasketless glass
  - Efficient automatic or manual mode to prevent overdrying
  - Fits through a standard 36" door
  - Prison Package
  - Made-In-America



Machine Voltage: 480/3/60 \$5,470.00

\*\*Please specify voltage required: 480/3/60 Initial \_\_\_\_\_

ESTIMATED INBOUND FACTORY FREIGHT: \$425.00  
*Applicable freight to be added at time of invoicing.*

**DUE TO THE SHORTAGE OF DRIVERS IN AMERICA, ALL FREIGHT QUOTES ARE ESTIMATED ONLY, SUBJECT TO CHANGE WITHOUT NOTICE. YOU SHOULD HAVE YOUR FREIGHT QUOTED AGAIN PRIOR TO SHIPMENT.**

**SERVICES INCLUDED:**

1. Delivery, rig in, set & level, anchor & bolt as required
2. Disconnect and rig out existing equipment
3. Connect to proper existing utilities within 5'
4. Start-up, Testing, and In-Service Training

PRICE FOR ABOVE SERVICES ONLY: \$1,353.00

\*Existing M50V Dryer will need to be disassembled to get through doorways.

**CUSTOMER RESPONSIBILITIES:**

1. Provide adequate ingress and egress for equipment
2. Utility services provided which meet all local codes
3. Disposal of crating and packaging materials
4. Provide proper concrete foundation for equipment

Initial ST

**PRE-CONSTRUCTION NOTIFICATION PERMIT FOR PROTREM CEDAR CREEK ROAD BRIDGE #24-020RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Nationwide Permit Pre-Construction Notification to the US Army Core of Engineers from Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**NOTICE OF RENEWAL FOR TRANSPORT AND MARKETING OF RECYCLABLE MATERIALS #24-019RB**

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

Commissioner Williams moved to approve the Notice of Renewal by and between Allied Services LLC d/b/a Republic Services and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-019RB

NOTICE OF RENEWAL

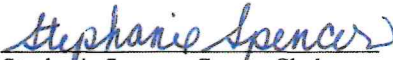
To: Allied Services, LLC d/b/a Republic Services, Tiffany Dawson, General Manager, 2115 West Bennett, Springfield, Missouri 65807

Notice is given that the County of Taney, Missouri hereby renews its agreement with Allied Services, LLC d/b/a Republic Services, for transport and marketing of recyclable materials, commencing January 1, 2024, for a period of (1) one year, which will expire on December 31, 2024. A copy of this agreement is attached hereto as Exhibit A.

  
Nick Plummer, Presiding Commissioner

Date: 2-13-2024

**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: 2/13/2024

**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: 2/13/2024

**AGREEMENT FOR HYDRAULIC EXCAVATOR (2 OR MORE) #24-015RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Hydraulic Excavator two or more by and between Taney County and John Fabick Tractor Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-015RB

Agreement  
for  
Hydraulic Excavator  
(2 or more)

THIS AGREEMENT ("Agreement") dated the \_\_\_\_ day of \_\_\_\_\_ 2024, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, 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 two (2) 309-07 hydraulic excavators ("Equipment") shall include two (2) Sales Orders, both dated December 18, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #011723-CAT, all of 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 provided under this Agreement. The Purchase Price shall not exceed \$162,983 each, totaling \$325,966. 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. 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.

**FILL DIRT AGREEMENT – PETE AND MELINDA TRIMBLE**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Fill Dirt Agreement by and between Pete and Melinda Trimble and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with     Pete and Melinda Trimble                      (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

2-8-2024  
Date:

**MONTHLY BUDGET REPORT**

David Clark, County Auditor, presented the January 2024 Monthly Budget Report.

**UNIVERSITY OF MISSOURI EXTENSION UPDATE**

Jacob Hefley, Field Specialist in Agricultural Business updated the Commission on the Missouri Extension programs.

**COURT ORDERS**

Jen Hutchison, Deputy Clerk was present.

Commissioner Williams moved to approve abatement 300899. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

PP PAID ABATEMENTS											
Exhibit:		Date: 2-13-24									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300899	2023	PENDING	2024 02 02	1-13449-900	TNT - 3845 LLC	BOAT WAS SOLD IN 2023.	7720	14120	X		

**RECESS: 9:35 A.M.**

**RECONVENE: 9:45 A.M.**

**EXECUTIVE SESSION: 9:45 A.M.**

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

*(Taney County Commission Hearing Room)*

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

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

**END OF EXECUTIVE SESSION: 10:43 A.M.**

**ADJOURNMENT**

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

**ADJOURN: 10:43 A.M.**

*The minutes were taken by Nick Plummer, Presiding Commissioner, Stephanie Spencer, County Clerk and Dorothy Keys, Deputy Clerk and typed by Dorothy Keys, Deputy Clerk.*

This page left blank intentionally.