

**OFFICIAL
COMMISSION MINUTES
JULY 8th, 2024 – 2nd DAY OF
THE JULY 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 9:00 a.m.

COMMISSION REMARKS

Presiding Commissioner Plummer stated that they will need to make an appointment to our Planning & Zoning Board for the Branson Township, if anyone would like to get in an application, please submit it as soon as possible.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #476590 through Check #476666, Warrants #8420 through Warrant #8424, and three Journal Entries/Transfers. 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 July 1st, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

LIBRARY BOARD APPOINTMENT

Commissioner Williams moved to appoint Cody Fenton to the Taney County Library Sub District Board, effective from today's date through June 30th, 2028. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION (202405-556) RE-BID PRINTING, MAILING & EMAIL SERVICES

Nikki Lawrence, Purchasing Director & Legal Liaison and Susan Chapman, Assessor, were present.

Commissioner Williams moved to award bid #202405-556 to DivcoData Diversified Companies, LLC, Chattanooga, Tennessee. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION (202406-559) RE-DOUBLE ROLLER

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

Commissioner Wyatt moved to award the Bid to G.W. Van Keppel Company for a Double Drum Roller. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR STRUCTURAL STEEL #24-086RB

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

Commissioner Williams moved to approve the Agreement for Structural Steel by and between Oden Enterprises Incorporated and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-086RB

Agreement
For
Structural Steel

THIS AGREEMENT dated the 8th day of July 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Oden Enterprises, Inc., of Wahoo, Nebraska (-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 materials and providing necessary installation for construction of a bridge replacement located at Protem Cedar Creek Road ("Product"), shall include the Contractor's bid response to Great River Engineering's Bid # 16100791 and any applicable addenda which are attached hereto as Exhibit A 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 attached bid response of \$83,119.92. Submitted pricing to remain in effect and available for all listed building materials for a period of 30 days commencing on the date this Agreement is fully executed. If certain unusual circumstances occur specific to 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 terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as 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 shall be invoiced with specific department information for tracking. Billings and invoices may only include the prices provided for in 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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 REINFORCED STEEL. PRESTRESSED PANELS, PRE-BORE AND PILING #24-085RB

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

Commissioner Williams moved to approve the Agreement for Reinforced Steel, Prestressed Panels, Pre-Bore and Piling by and between Viebrock Sales and Services, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-085RB

Agreement
For

Reinforced Steel, Prestressed Panels, Pre-Bore and Piling

THIS AGREEMENT dated the 8th day of July 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Viebrock Sales and Service, LLC, of Sedalia, 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 for the purchase of materials and providing necessary installation for construction of a bridge replacement located at Protem Cedar Creek Road ("Product"), shall include the Contractor's bid response to Great River Engineering's Bid # 16100791 and any applicable addenda which are attached hereto as Exhibit A 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 attached bid response of: \$88,336.80. Submitted pricing to remain in effect and available for all listed building materials for a period of 30 days commencing on the date this Agreement is fully executed. If certain unusual circumstances occur specific to 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 terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as 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 shall be invoiced with specific department information for tracking. Billings and invoices may only include the prices provided for in 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

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.

ENGAGEMENT LETTER – SAGE 100 & BIZNET #24-084CM

Dawn Bilyeu, A/P & Payroll and David Clark, County Auditor, were present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Wyatt moved to approve the Engagement Letter with Sage 100 and BizNet file #24-084CM and pay with a single payment. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



No. 24-084CM

BCS ProSoft, Inc.
118 W. Nakoma Dr.
San Antonio, TX 78216

(210) 361-2177 - phone
(918) 299-5034 - fax

www.bcsprosoft.com

June 25, 2024

Expiration Date: July 25, 2024

Taney County
PO Box 1407
Forsyth, MO 65653

Dear Dawn:

We are submitting this engagement letter for providing services to upgrade the following system(s):

Systems Included in this Upgrade						
System	Users	Platform	Current Ver	Upgrade Ver	Test Upgrade?	Upgrade Type
Sage 100	10	Sage 100 Advanced	2021.2	2023.1	No	Full System Upgrade
Sage 100 Payroll	1	All	2021.2	2023.1	No	Full System Upgrade
BizNet	1	All			No	Integrations Only
Test Upgrade?:	A Yes indicates that we will install a test upgrade system to allow you and your staff time to test the new version and resolve any errors, customization problems or other situations that may arise.					
Upgrade Type:						
Full System Upgrade:	The system and all of its components will be upgraded to the Upgrade Version listed.					
Integrations Only:	The system itself will NOT be upgraded to a different version. Instead, any point of integration with that system and the other systems will be made compatible.					
Discontinued:	The system has been discontinued by its publisher and is no longer available. Or, it is no longer a supported integrated solution. Therefore it will NOT be upgraded, and we do not guarantee it will continue to work after the upgrade. An alternative solution may be needed.					
Not Included:	Most likely this solution is no longer supported by BCS ProSoft, Inc. or the publisher that originally integrated with it. It will NOT be upgraded. The solution may still be available from its publisher, and if you wish to continue using it, we recommend you work directly with that publisher.					
Remove/Uninstall:	The system or modules have been designated as needing to be removed from your system prior to upgrading to the new version. Removing a module or system will result in the loss of all data and functionality for that module or system. If you choose to add it back later, you will have to setup all lost data as it won't be available in the future.					

This engagement letter is valid for 30 days from the date of this letter. If this letter is not accepted by the expiration date shown above, we will bill you for all services performed to date in regards to the upgrade analysis and the issuance of this letter, in accordance with the pre-planning letter you already signed. If you wish to move forward with an upgrade after this letter expires, we may have to re-perform the upgrade analysis to ensure nothing has changed on your system or to incorporate any new features for new releases/versions that may have been issued since our initial review, and any fees paid for previous upgrade planning will not be applied to the new upgrade project.

In addition, any changes made to your existing system by you or BCS ProSoft, Inc. (e.g. new Custom Reports added to the menus) after the system analysis was completed are NOT included in this engagement letter, unless specifically stated. This includes system wide information you modify between the test install and live install, such as Sales Tax Schedules & Rates, Role Maintenance, User Codes, Zip Codes, or Country Codes. Additional fees may be incurred to transition any such changes to the upgraded version.

Throughout the upgrade, we will rely on the following people at your organization to implement the upgraded system.

MONYHLY BUDGET REPORT

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

ADD-ON REPORT

Jen Hutchison, Deputy Clerk, was present.

Commissioner Wyatt moved to enter into the record the Personal Property Abatement Add-On Report for June 2024. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

PP ABATEMENTS/ADD ON REPORT FOR JUNE 2024							
AbYear	Date	Account	Name	Reason	OrigVal	AdjVal	EndVal
2023	2024-06-03	1-77015-300	HAACK DAWN M	TAX CODE CHANGE	13420	-13420	0
2023	2024-06-03	1-62264-0	JOHNSON MICHAEL D & PATRICIA		200	100	300
2023	2024-06-03	1-114812-0	STAR BAR GRILL		0	0	0
2021	2024-06-07	1-118080-0	BARE LUCAS		100	-100	0
2023	2024-06-10	1-95431-0	DOMINGUEZ NORMA		4660	200	4860
2023	2024-06-13	1-80915-0	MORALES AURORA		2470	5970	8440
2023	2024-06-14	1-101757-0	ELLINGWOOD RICHARD AND CRYSTAL		1720	100	1820
2023	2024-06-17	1-122575-900	HARRIS XAVIER	CAMPER WAS PAID UNDER 94487	7130	-7030	100
2023	2024-06-18	1-122575-0	HARRIS XAVIER		7130	-7130	0
2023	2024-06-19	1-115081-300	TURNER BRANDON	TAX CODE CHANGE	13220	-13220	0
2023	2024-06-24	1-84759-0	WAGES JASON		100	200	300
2022	2024-06-26	1-127467-0	PERAKIS JARID M		200	0	200
2023	2024-06-26	1-123440-300	CLARY GREYSON	TAX CODE CHANGE	2910	-2910	0
2022	2024-06-28	1-88672-0	LAWRENCE CODY A		1580	-1580	0
2022	2024-06-28	1-95713-0	SEAY SHARON		15570	-3637	11933

RECESS: 9:16 A.M.

RECONVENE: 9:23 A.M.

SB190 ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Travis Elliott, Attorney, Jody Stahl, Recorder of Deeds, Susan Chapman, Assessor, Mona Cope, Collector, Myka Braschler, Chief Deputy Collector, Nikki Lawrence, Purchasing Director & Legal Liaison, David Clark, County Auditor, Cody Pender, Citizen of Taney County, Davy Wilson, Citizen of Taney County, Shane Keys, Citizen of Taney County, Travys Saffle, Citizen of Taney County and Stephanie Spencer, County Clerk.

Discussion ensued.

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, Nikki Lawrence, Purchasing Director & Legal Liaison, Travis Elliott, Attorney and Stephanie Spencer, County Clerk.

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

Commissioner Williams moved to approve Check #476667. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ADJOURNMENT

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

ADJOURN: 10:47 A.M.

The minutes were taken by Stephanie Spencer, County Clerk and Lesley Wallace, Deputy Clerk and Typed by Lesley Wallace, Deputy Clerk.

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