

**OFFICIAL
COMMISSION MINUTES
AUGUST 19th, 2024 – 10th 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 mentioned that next week the meeting for August 26, 2024, will be held upstairs due to the Taney County Collector will be meeting in the Commission Hearing Room for the tax sale.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #477314 through Check #477382, Warrants #8456 through Warrant #8458, and Two 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 for August 13th, 2024 and Executive Session Minutes for August 13, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

POINT LOOKOUT AIRPORT BOARD APPOINTMENT

Mike Mulnik, Airport Administrator, was present.

Commissioner Wyatt moved to reappoint Phil Lloyd to fulfill the term ending in July 31, 2028. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved appoint Alex Williams to the Taney County Airport Board effective now until July 31, 2028. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PERSONNEL POLICY MANUAL ELECTED OFFICIALS AND DEPARTMENT HEADS REVISION R-19

Dawn Bilyeu, A/P & Payroll, was present.

Commissioner Wyatt moved to approve and enter into record the update on the Personal Policy Manual as presented. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**Personnel Policy Manual
August 19, 2024**

Taney County Elected Officials

Nick Plummer
Sheila Wyatt
Brandon Williams
Susan Chapman
David Clark
Amy Strahan
Mona Cope
Tony Mullen
Stephanie Spencer
Melanie Smith
Brad Hughes
Joanna Jasper
Jody Stahl
Brad Daniels

Presiding Commissioner
Eastern Commissioner
Western Commissioner
Assessor
Auditor
Circuit Clerk
Collector of Revenue
Coroner
County Clerk
Treasurer
Prosecuting Attorney
Public Administrator
Recorder
Sheriff

Department Administrators

Airport Manager
Building & Grounds Administrative Supervisor
Building & Grounds Personnel Supervisor
Emergency Management
Information Systems Administrator
Chief Juvenile Officer
Planning & Zoning Administrator
Purchasing Director
County Highway Administrator
911 Administrator

Mike Mulnik
Renee Brusca
Scott Terpening
Chris Berndt
Marc Rys
Bart Owen
Scott Starrett
Nikki Lawrence
Devin Huff
Tammy Hagler

(Contents of this Personnel Policy Manual revised and adopted February 10, 2014. All Revisions listed under Topic M.)

Revised August 19,

BID RECOMMENDATION EVIDENCE STORAGE BUILDING BID NUMBER 202407-561

Brad Daniels, Sheriff, and Nikki Lawrence, Purchasing Director & Legal Liaison, were present.

Commissioner Williams moved to award bid #202407-561 to Fall River Holding LLC dba Worldwide Steel Buildings. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL SFY24 ARPA CIIEG SUBAWARD AGREEMENT FILE NO. 24-106S

Brad Daniels, Sheriff, and Kim Schade, Administrative Assistant, were present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the SFY2024 American Rescue Plan Act. State and Local Fiscal Recovery Funds First Responder Capital Improvements and Interoperable Communications Equipment Grant by and between Taney County and Missouri Department of Public Safety. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME Taney County, Sheriff's Office		DATE 07/31/2024	
ADDRESS PO Box 1005		FEDERAL IDENTIFICATION NUMBER SLFRP4542	OHS CONTROL NUMBER CIIEG43
CITY Forsyth		UEI NUMBER WLKQCE8LC5V6	
STATE MO		ZIP CODE 65653	
TOTAL AMOUNT OF THE FEDERAL AWARD \$100,652.16		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$50,326.08	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$50,326.08		TOTAL APPROVED COST SHARING OR MATCHING \$50,326.08	
PROJECT PERIOD FROM 02/01/2024	PROJECT PERIOD TO 06/30/2026	FEDERAL AWARD DATE 05/10/2021	
PROJECT TITLE SFY24 ARPA CIIEG - Taney County, Sheriff's Office		FUNDED BY American Rescue Plan Act	
FEDERAL AWARDOING AGENCY Department of Treasury	PASS THROUGH ENTITY MO Office of Administration/MO Department of Public Safety	IS THIS AWARD R&D YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	INDIRECT COST RATE YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 21.027		METHOD OF PAYMENT (Reimbursement – Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Maria Robinett		NAME Brad Daniels, Sheriff	
E-MAIL ADDRESS Maria.Robinett@dps.mo.gov		ADDRESS (if different from above) PO Box 1005	
TELEPHONE (573) 522-2126		CITY, STATE AND ZIP CODE Forsyth, MO 65653	
PROGRAM MANAGER Joni McCarter		TELEPHONE (417) 546-7250	E-MAIL ADDRESS brad.daniels@taneycountymo.gov
SUMMARY DESCRIPTION OF PROJECT The American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) First Responder Capital Improvements & Interoperable Communications Equipment Grant (CIIEG) provides grant funding for first responder agency capital improvement projects and interoperability equipment projects.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME & TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL Nick Plummer, Presiding Commissioner	
SIGNATURE OF APPROVING DPS OFFICIAL	DATE	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL	DATE
			8-19-2024
THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

ARPA

PLANNING & ZONING REQUESTS

Scott Starrett, Planning & Zoning Administrator, Cody Stice, Assistant Planning and Zoning Administrator & Environmental Assistant Coordinator, Amber Epps, Planning & Zoning Assistant, were present.

**ORDER #08-19-2024-01, COLLIN CORY, PARCEL #17-2.0-04-001-006-004.000
LOCATED OFF AMHERST RD. BRANSON, MO.**

The following individuals appeared in front of the Commission in reference to Order #08-19-2024-01:

- Collin Cory, Applicant.
- Jessica Christiansen – 950 Hwy 76, Branson, Mo.
- Charles Christiansen – 950 Hwy 76, Branson, Mo.

Commissioner Wyatt moved to approve Order #08-19-2024-01 as presented. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER NUMBER: 08-19-2024-01

**ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI**

DATE: August 19, 2024

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on August 12, 2024, the Taney County Planning Commission recommends approving, to the Taney County Commission, the amendment to the Zoning District map grid number I18 & J18, Scott Township, to amend part of Order Number: 10-17-2022-01, from no more than twenty lots total to no more than twenty condominium units total, and include parcel #17-2.0-04-001-006-004.000 in the Order's list of parcels to be rezoned to NR-1 Single Family Nightly Rental District, requested by Collin Cory, parcel numbers: see below, located off Amherst Rd, Branson, Missouri, to the Taney County Commission and

NOW, THEREFORE, on this 19th day of August 2024, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Approve and seconded, the Taney County Commission voted 3 in favor, 0 opposed, and 0 abstain to amend the Taney County, Missouri Zoning District map I18 & J18, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District Be amended as follows and pursuant to the information below:


<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
17-2.0-04-001-006-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-007-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-003.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-005.000	Amherst Road	I18	Scott	NR-1


17-2.0-04-001-008-007.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-010-001.000	Amherst Road	I18 & J18	Scott	NR-1
17-2.0-04-001-011-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-012-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-006-004.000	Amherst Rd	I18	Scott	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 19th day of August 2024, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION


 Nick Plummer
 Presiding Commissioner


 Sheila Wyatt
 Commissioner, Eastern District


 Brandon Williams
 Commissioner, Western District

ATTEST:


 Stephanie Spencer, County Clerk 8/20/2024



ORDER 08-19-2024-02, FRANK AND DEANNA EPPS, PARCEL #18-1.0-11-002-001-008.000, LOCATED AT TBD STATE HWY 165, BRANSON, MO.

Frank Epps, Applicant, was present.

Commissioner Williams moved to approve Order #08-19-2024-02 changing it from A-1 Agriculture to C-2 General Commercial. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER NUMBER: 08-19-2024-02

**ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI**

DATE: August 19, 2024

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on August 12, 2024, the Taney County Planning Commission recommends approving, to the Taney County Commission, the amendment to the Zoning District map grid number J15, Branson Township, to rezone one parcel from A-1 Agricultural District to C-2 General Commercial District, requested by Frank and Deanna Epps, parcel number: 18-1.0-11-002-001-008.000, located at TBD State Hwy 165, Branson, Missouri, to the Taney County Commission and

NOW, THEREFORE, on this 19th day of August 2024, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Approve and seconded, the Taney County Commission voted 3 in favor, 0 opposed, and 0 abstain to amend the Taney County, Missouri Zoning District map J15, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

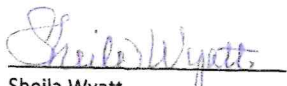
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District Be amended as follows and pursuant to the information below:


<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
18-1.0-11-002-001-008.000	TBD State Hwy 165	J15	Branson	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 19th day of August 2024, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

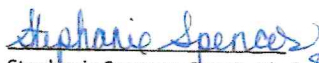
TANEY COUNTY COMMISSION


Nick Plummer
Presiding Commissioner


Sheila Wyatt
Commissioner, Eastern District


Brandon Williams
Commissioner, Western District

ATTEST:


Stephanie Spencer, County Clerk 8/20/2024

Presiding Commissioner NP; Eastern Commissioner SW; Western Commissioner BW

APPROVAL SERVICE AND MAINTENANCE AGREEMENT FILE NO. 24-107J

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Service and Maintenance Agreement between Summer One and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-107J



SERVICE AND MAINTENANCE AGREEMENT

THIS SERVICE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the "Company" (below in 1.1) and the "Customer" (below in 1.2). Company and Customer may sometimes individually be referred to as a "Party" and collectively as the "Parties".

1. BASIC PROVISIONS. For purposes of this Agreement, the following terms and definitions shall be applicable:

1.1 Company: SumnerOne, Inc.					
1.2 Customer (Bill To):			1.3 Customer's Installation Location ("Ship To"):		
CUSTOMER NAME Taney County Juvenile Dept.			CUSTOMER NAME Taney County Juvenile Dept		
ADDRESS 16317 US Hwy 160 Suite C			ADDRESS 16317 US Highway 160 Suite C		
CITY Forsyth	STATE MO	ZIP CODE 65653	CITY Forsyth	STATE MO	ZIP CODE 65653
BILLING CONTACT NAME (INVOICE ATTN TO): Melissa Trotter		PHONE:	IT / INSTALLATION CONTACT NAME: Melissa Trotter		PHONE:
BILLING CONTACT EMAIL: melissa.trotter@taneycountymo.gov		Invoice delivery method: EMAIL	IT / INSTALLATION CONTACT EMAIL: melissa.trotter@taneycountymo.gov		
BILL TO ACCOUNT NUMBER: 35854100-030		P.O. NUMBER (IF APPLICABLE):	SHIP TO ACCOUNT NUMBER:		TERRITORY: SALES REP: SPECIALIST: randon Wamsher

1.4 Equipment Covered under Service and Maintenance ("Equipment")				If box is checked, see attached Schedule A	
MODEL / DESCRIPTION	ID#	SERIAL #	COMMENT	BEG. METER	
KYOCERA TA-4054ci					

1.5 Commencement Date: The date that the Equipment is delivered and installed at the Ship-To location.

1.6 Service and Maintenance Payment Schedule:

1.6A Page Commitments (Covered Copies):		1.6B Click Billing (Overages):		1.6C Remote Access & Auto Toner Fulfillment:	
Service Payment per Month	0	Per B&W Page	0.0078	YES	Remote Access Agent (DCA)
B&W Pages (8.5 x 11)	0	Per Color Page	0.0490	YES	Auto Toner Fulfillment
Color Pages (8.5 x 11)	0	N/A		1.6D Consumables	
		N/A		Includes Consumables as described in Section 7 of the T&Cs.	
				Paper & Staples Excluded	
Monthly Billing Frequency	Separate Billing Preference	Monthly Billing Frequency			
Key or Meter Contact: Melissa Trotter	Contact Email: melissa.trotter@taneycountymo.gov	Contact Phone:			
Print Release Contact:	Contact Email:	Contact Phone:			

CUSTOMER SIGNATURE			
Signature	Print Name	Date	
	Nick Plummer	8-19-2024	

TERMS AND CONDITIONS (these continue on page 2)

2. SERVICE AND MAINTENANCE. Customer agrees to the Payment Schedule shown in Section 1.6, consisting of the Page Commitments (the base number of pages either included in your separate Lease / Equipment Agreement or billed separately and measured by calendar month only), the applicable Click/Overage Billing (the variable per-page charge for service and maintenance associated with pages in excess of the Page Commitments). Provided Customer is not in Default (defined in Section 5), the following "Service and Maintenance" will be provided by Company:

Company will be responsible for keeping the Equipment in good working order: routine, remedial and preventative maintenance services, including inspection, adjustment, parts replacement, drums and clearing materials required for the proper operation of the Equipment, as well as Consumables as specified below in Section 7. Customer agrees to provide Company free and clear access to the Equipment. Service and Maintenance calls will be performed at no extra charge during Company's normal business hours. Overtime and holiday charges at Company's hourly rates will be assessed for all service calls outside Company's normal business hours. Company shall not be responsible for Service and Maintenance arising out of the following: (i) Customer's failure to provide a suitable installation environment including all electrical power requirements, surge protection, space, ventilation, humidity or other requirements specified in the Operating Manual; (ii) Customer's failure to use parts or supplies obtained solely from Company or approved by Company in writing as suitable for use in the Equipment; (iii) neglect; (iv) fire; (v) act of God; (vi) vandalism; (vii) misuse; (viii) alteration including but not limited to adding or removing accessories; (ix) any modification or maintenance not performed by our Company's representatives or assignee; and/or (x) use of the Equipment for other than the purposes and to the capacity for which it was designed (collectively, "Customer Misuse"). Company reserves the right to charge Customer for Service and Maintenance on a time and materials basis, at Company's then-applicable rates, to remediate Customer Misuse or for any other services not expressly included in this Agreement. Any additional Service and Maintenance not included herein shall be described in a separate Service Schedule, Scope of Work (SOW), or detailed Service Level Agreement (SLA) and agreed to in writing between Customer and Company.

REPLACEMENT GUARANTEE. If Customer is not totally satisfied with any Equipment delivered under this Agreement, Company will, at Customer's request, replace it without charge with identical Equipment or, at Company's option, with equipment with comparable features and capabilities ("Replacement Guarantee"). The Replacement Guarantee applies during the initial Term (defined below) for new, non-Production Equipment, and ONLY when Equipment has been purchased and/or leased through Company AND continuously maintained by Company under a Service & Maintenance Agreement and has been operated at all times in accordance with manufacturer's specifications.

3. INITIAL NETWORK-RELATED SERVICES, INITIAL TRAINING. Company shall provide setup and installation support for Equipment leased, rented or purchased from Company, including connection to Customer's network, identification and installation of print drivers, scanning destination configuration (e.g. scan to email, scan to folder), fax, IP addressing, and local configuration of up to ten (10) individual workstations ("Network Support"). For Network Support issues that arise more than ninety (90) days after installation, Company shall provide troubleshooting to determine whether the issue is being caused by an Equipment malfunction and shall resolve such Equipment-related issues only as part of Service and Maintenance. Additional Network Support shall be provided on a per-occurrence, time and materials basis chargeable at Company's then-applicable rates, or shall be described in a written SOW and agreed to in advance by Company and Customer. **TRAINING.** Following installation, Company will provide initial training to Customer's authorized personnel sufficient to enable the proficient and productive use of the Equipment.

4. SOFTWARE. Company sells and supports a wide range of Software products, including software provided with manufacturer-brand Equipment ("Base Software"), print management related Software, and other software applications sold by Company (both, "Applications Software"). Company will support Base Software functionality as part of this Agreement. Support for Applications Software may be subject to your payment of separate licensing, annual maintenance and/or support fees and all such services and maintenance shall be described in a separate Applications Software Service Agreement, Schedule, or SOW, available from your account representative. Any issues associated with software/applications not sold by you by Company, including its integrations with printing, scanning, print to PDF, or other print or print driver-related functions, is not covered by this Agreement and shall be subject to per-occurrence charges on a time and materials basis at Company's then-applicable rates.

5. TERM AND PAYMENT. The Term of this Agreement ("Term") shall begin on the Commencement Date and shall (a) be the same Term (initial Term, Renewal Term) as specified in Customer's Lease Agreement for the Covered Equipment, or (b) be twelve (12) months and shall auto-renew annually for as long as Customer is using the Equipment. If any invoice is not paid when due, Customer shall pay Company a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies Company may have. Company reserves the right to assess a surcharge upon all credit card transactions in states where not otherwise prohibited. **DEFAULT.** Customer shall be in default of this Agreement under each of the following circumstances (each an "Event of Default"): (i) Customer's failure to timely pay any invoice when due; (ii) Customer's failure to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after Company shall have given Customer written notice of default with respect thereto; (iii) Customer becomes insolvent; (iv) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection; (v) Customer has a receiver, trustee, conservator or liquidator appointed with or without Customer's consent and/or (vi) Customer defaults under any other agreement between the Parties.

6. LOCATION. Customer will keep and use the Equipment only at the Equipment Installation Location set forth in Section 1.3 unless Customer obtains Company's written permission in advance to move it.

APPROVAL AGREEMENT FOR SINGLE RADIUS ARCH PIPE FILE NO. 24-105RB

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

Commissioner Williams moved to approve the Agreement for Single Radius Arch Pipe by and between Taney County and Viebrock Sales and Services, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-105RB

Agreement
For

Single Radius Arch Pipe

THIS AGREEMENT dated the 19th day of August 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Viebrock Sales & Services, LLC (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 one (1) Single Radius Arch Pipe ("Product") shall include the Contractor's bid response to County's Request For Bid #202408-562 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. The County agrees to purchase the Product from the Contractor and the Contractor agrees to sell to the County the Product provided under this Agreement. The Purchase Price shall not exceed \$28,000.00. If certain unusual circumstances occur specific to Product 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.

7. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. Due to material breach of any term or condition of this Agreement, or
- b. If in the opinion of the Taney County Commission Services are delayed or are not provided in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

2024 LEVY HEARING

Stephanie Spencer, County Clerk, was present.

Commissioner Wyatt move to reduce the Levy by required sales tax reduction of .1577 and set the County General Revenue Levy to zero. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Wyatt move to reduce the Levy by required sales tax reduction of .2047 which will set the Road and Bridge Levy to zero. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

RECESS: 9:52 A.M

RECONVENE 10:03 A.M

ROAD & BRIDGE ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Jack Cole, Assistant Road & Bridge Administrator, David Clark, County Auditor, Shane Keys, County Detective, Davy Wilson, Citizen of Taney County, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:17 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: 10:57 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer, Commissioner Williams (absent) 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.

RECESS: 11:02 A.M.

RECONVENE: 1:00 P.M.

EXECUTIVE SESSION: 1:00 P.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: 4:27 P.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: 4:27 P.M.

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

Presiding Commissioner NP; Eastern Commissioner VB; Western Commissioner W

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