

**OFFICIAL
COMMISSION MINUTES
DECEMBER 16th, 2024 – 10th 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 9:00 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #478944 through Check #478977, and Checks #478979 through Check #479048, Warrants #8522, through Warrant #8524, two Journal Entries/Transfers and one voided Check #478978. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Check #479049. Presiding Commissioner Plummer seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (abstain).

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 Williams moved to approve Regular Session Minutes for December 9th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

ACKNOWLEDGEMENT LETTER OF DONATION

Commissioner Williams moved to approve and allow Presiding Commissioner Plummer to sign the Acknowledgement Letter of Donation. Commissioner Wyatt seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (aye).



County of **TANEY**

State of Missouri

TANEY COUNTY COURTHOUSE
P.O. BOX 1018 FORSYTH, MO 65653
(417) 546-7268 FAX: (417) 546-7710

Devin Huff County Highway Admin.	Jack Cole Assistant Admin.	Kathy Roberts Admin. Asst. III	Bridget Collins Admin Asst. II	Alicia Caperton Receptionist
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September 30, 2024

Alex Harrison
642 Winniger Rd.
Highlandville, MO
65669

Re: Acknowledgement of Donation

Dear Mr. Harrison,

On behalf of Taney County, and the Taney County Commission, we want to extend our gratitude for your generous donation of signs which were received on September 30, 2024, with a value of \$2000.00 and to be placed at the Highway 165 Lookout project that the County has been working on. Your support is invaluable to Taney County and its citizens and plays a crucial role in the Highway 165 project and the community.

Please consider this letter as acknowledgement of receipt of the signs for this project.

Sincerely,

Nick Plummer
Taney County Presiding Commissioner

APPROVAL CORRECTION OFFICER TRAINING AGREEMENT 2025 FILE NO. 24-141S

Brad Daniels, Sheriff, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Correction Officer Training Agreement by and between Taney County and the Employees of the Taney County Sheriff's Office. Commissioner Wyatt seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (aye).

No. 24-141S

**TANEY COUNTY
CORRECTION OFFICER
TRAINING AGREEMENT**

THIS TRAINING AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 20____, by and between Taney County, Missouri ("County"), and _____, an employee of the Taney County Sheriff's Office, located in Forsyth, Missouri ("Employee");

WITNESSETH:

WHEREAS, the Employee is currently employed as a Correction Officer for Taney County ("County"); and

WHEREAS, the Law Enforcement Academy at the Missouri Sheriff's Association Academy ("Police Academy") is scheduled to start mid-January 2025; and

WHEREAS, the County desires that Employee meet certain minimum training requirements in order to be qualified to perform the duties of Correction Officer for the County; and

WHEREAS, in return for pay and benefits while employed as a Correction Officer and while attending the Police Academy, Employee agrees to remain employed in good standing with the Taney County Sheriff's Office for at least two (2) years upon successful completion of Police Academy following the first day of employment with the County.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS AS SET FORTH HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Recitals. The above recitals are incorporated herein by reference.
2. At-Will Employment. This Agreement in no way changes the "at will" employment relationship between Employee and County, where either party may terminate the employment relationship at any time and for any reason, with or without notice.
3. No Guarantee of Employment. This Agreement in no way guarantees employment or any right of employment for Employee. Nor does it have any effect on the authority of the Presiding Commissioner, the Sheriff, or their authorized representatives to invoke disciplinary action against Employee, up to and including termination of employment.
4. Term. The term of this Agreement shall be two (2) years, beginning _____, 20____ and ending _____, 20____.

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Presiding Commissioner NP; Eastern Commissioner Sp; Western Commissioner W 825

APPROVAL AGREEMENT FOR PUBLIC ADMINISTRATOR'S OFFICE BOND FILE NO. 24-140PAD

Commissioner Wyatt moved to approve the Agreement for Public Administrator's Office Bond File #24-140PAD by and between Golden Rule Insurance Agency, Inc and Taney County. Commissioner Williams seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (aye).

No. 24-140PAD

AGREEMENT
for
Public Administrator's Office Bond

THIS AGREEMENT dated the 16th day of December 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Golden Rule Insurance Agency, Inc. of Versailles, 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 Public Administrator's Office Bond ("Bond") shall include the Contractor's bid response to County's Request For Bid #202410-568 and any applicable addenda. 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 Bond provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Bond per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$14,400.00. The Bond shall comply with the requirements of § 473.733, RSMo. and shall provide bond coverage of \$2.4 million dollars. 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 1st day of January, 2025 and extend for forty-eight (48) months, subject to the provisions for termination specified below. This Agreement may be renewed thereafter on a month to month basis for up to six months in the event County is unable to re-bid and award a new contract prior to the expiration, 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.

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.

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APPROVAL AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT CITY SEWER IMPROVEMENT PROJECT: LEFT STATIONS #10 & #34 UPGRADES (CONSTRUCTION PHASE)

Presiding Commissioner MP; Eastern Commissioner SW; Western Commissioner W

826

John Soutee, Environmental Services, and Kendall Powell, City of Branson Utilities Director, were present.

Commissioner Williams moved to approve the Amendment to Inter-Governmental Funding Agreement by and between Taney County and the City of Branson for the City Sewer Improvement Project: Left Stations #10 & #34 Upgrades (Construction Phase). Commissioner Wyatt seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (aye).

Office Use Only
SUB-CONTRACT NUMBER
C2024-0259

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON

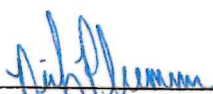
CITY SEWER IMPROVEMENT PROJECT:
LIFT STATION #10 & #34 UPGRADE PROJECT
(CONSTRUCTION PHASE)**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Branson (hereinafter referred to as "City").

1. The County and City entered into an Inter-Governmental Funding Agreement on April 16, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of completing the items as outlined in the above referenced funding agreement by December 31, 2024.
2. The project start date was delayed due to unforeseen circumstances of the contractor taking longer than expected to obtain the equipment necessary for the upgrades from the vendor. With that, the City is requesting a new funding agreement termination date of May 31, 2025 to allow additional time for the project to be completed and processing of the reimbursement request.
3. The County agrees to extend the funding agreement termination date to May 31, 2025.
4. All other aspects of the agreement(s) for this project remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By: 
Nick Plummer, Presiding
Commissioner of Taney County

Date: 12-16

COURT ORDERS



Jen Hutchison, Deputy Clerk, was present.

Commissioner Williams moved to approve Abatement #300931. Commissioner Wyatt seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (aye).

PP PAID ABATEMENTS											
Exhibit:		Date: <u>12/16/24</u>									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300931	2023	PENDING	2024-12-10	1-123533-900	BURTON JOSHUA J L AND KRISTEN N	PAID ABATEMENT CHANGE	6110	-2790	<input checked="" type="checkbox"/>		

RECESS: 9:07 A.M.

RECONVENE 9:22 A.M.

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner 

EXECUTIVE SESSION 9:22 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3)(12)(20) (LEGAL, REAL ESTATE, PERSONNEL, CONTRACTS & SECURITY ACCESS CODES)

(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.

END OF EXECUTIVE SESSION: 9:30 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Scott Starrett, Planning & Zoning Administrator, Amber Epps, Planning & Zoning Assistant, Jason Ray, Executive Director, and Stephanie Spencer, County Clerk.

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

EXECUTIVE SESSION 9:41 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3)(12)(20) (LEGAL, REAL ESTATE, PERSONNEL, CONTRACTS & SECURITY ACCESS CODES)

(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.

END OF EXECUTIVE SESSION: 10:15 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, and Stephanie Spencer, County Clerk.

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

RECESS: 10:18 A.M.

RECONVENE 11:02 A.M.

APPROVAL FILL DIRT AGREEMENT ROGER & KATHLEEN CHANEY

(Taney County Commission Conference Room – Call-in)

Present: Presiding Commissioner Plummer, Commissioner Williams (teleconference), and Commissioner Wyatt.

Also present: Stephanie Spencer, County Clerk.

Commissioner Wyatt moved to approve the Fill Dirt Agreement by and between Roger & Kathleen Chaney and Taney County. Commissioner Williams seconded the motion. The motion passed by vote. Plummer (aye), Williams (aye), and Wyatt (aye).

12/13/2024

unlimited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Roger & Kathleen Chaney (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.

On or Near 36.7670503, - 92.9223458 RC

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

Ending Jan 30, 2025 RC

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

12-16-2024 NP
Date:

ADJOURNMENT

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

ADJOURN: 11:04 A.M.

The minutes were taken and typed by Stephanie Spencer, County Clerk.

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