OFFICIAL COMMISSION MINUTES JANUARY 23rd, 2023 – 8th 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 9:02 a.m.

COMMISSION REMARKS

Commissioner Williams was advised to make a backup plan for Wednesday's Budget Hearing in case the courthouse closes due to inclement weather. The upcoming road conditions were discussed with Road & Bridge Administrator, Devin Huff. It was agreed to set Monday, January 30th, 2023 as an alternate Budget Hearing date in the event that the courthouse closes on Wednesday, January 24th, 2023 due to inclement weather.

Commissioner Wyatt expressed that once a month there is a check in accounts payable from the business she is co-owner of. When Commissioner Wyatt took office as Commissioner, she spoke with attorneys regarding how to handle the situation and was advised by one to abstain and advised by another to leave the room so her presence does not influence anyone else there. Due to the circumstances of her having nothing to do with any of the purchases, she will from this time forward stay in the room, but will abstain.

ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #470423 through Check #470428, #470430 through #470455, Warrants #8060 through #8062, and Three Journal Entry/Transfer. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve checks #470429. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (abstain).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for January 17th, 2023 and Executive Session Minutes for January 17th, 2023. Commissioner Wyatt seconded the motion with comment. Commissioner Williams amended his motion with corrections. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner <u>N</u>; Eastern Commissioner <u></u>; Western Commissioner <u></u>

APPROVAL OF AGREEMENT FOR AUTO BODY REPAIR SERVICES -SECONDARY & TERTIARY #23-006RB

Commissioner Williams moved to approve the agreement for Auto Body Repair Services by and between Kivett's Body Shop and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

23-006RB

28

Agreement

For Auto Body Repair Services (Secondaŗy)

THIS AGREEMENT dated the <u>23</u>²⁹ day of <u>January</u> 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Kivett's Body Shop, LLC, a Missouri limited liability company (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement to provide Auto Body Repair Services for County Vehicles ("Services") shall include the Contractor's bid response to County's Request For Bid #202212-515 and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A. 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.

<u>2. Contract Price.</u> Services provided under this Agreement shall not exceed the prices as quoted in the attached bid response table. Said services will be performed ongoing 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 a specific vehicular repair, or Services availability, the County may consider all other options.

<u>3. Contract Duration.</u> This Agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be renewed for an additional three (3) twelve (12) month 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.

<u>4. Billing and Payment.</u> All billing shall be invoiced with specific department information and include bid reference #202212-515 for tracking. 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.

<u>6. Entire Agreement.</u> 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.

Presiding Commissioner N, ; Eastern Commissioner ; Western Commissioner _____;

Commissioner Williams moved to approve the agreement for Auto Body Repair Services by and between Harlan Veltkamp d/b/a Southside Body Shop and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

23-006RB

Agreement For Auto Body Repair Services (Tertiary)

THIS AGREEMENT dated the <u>23</u>^{rd/} day of <u>January</u> 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Harlan Veltkamp d/b/a Southside Body Shop, a Missouri sole proprietorship (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement to provide Auto Body Repair Services for County Vehicles ("Services") shall include the Contractor's bid response to County's Request For Bid #202209-510 and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A. 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.

<u>2. Contract Price.</u> Services provided under this Agreement shall not exceed the prices as quoted in the attached bid response table. Said services will be performed ongoing 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 a specific vehicular repair, or Services availability, the County may consider all other options.

<u>3. Contract Duration.</u> This Agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This Agreement may be renewed for an additional three (3) twelve (12) month 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.

<u>4. Billing and Payment.</u> All billing shall be invoiced with specific department information and include bid reference #202209-510 for tracking. 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.

<u>5. Binding Effect.</u> 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.

<u>6. Entire Agreement.</u> 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.

Presiding Commissioner N, Eastern Commissioner

APPROVAL OF AGREEMENT FOR 2023 3/4 TON CREW CAB 4X4 PICKUP TRUCKS (6 OR MORE) #23-002RB

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for 2023 3/4 Ton Crew Cab 4X4 Pickup Trucks for 6 or more by and between Taylor Grubaugh Chevrolet Buick GMC, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-002RB

30

Agreement For 2023 ¾ Ton Crew Cab 4x4 Pickup Trucks (6 or more)

THIS AGREEMENT dated the <u>23</u> day of <u>January</u> 202<u>3</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Taylor Grubaugh Chevrolet-Buick-GMC, LLC, a Missouri limited liability company (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement to purchase six (6) or more 2023 ³/₄ Ton 4X4 Crew Cab Pickup Trucks ("Equipment"), shall include the Contractor's bid response to County's Request For Bid #202212-516 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto and incorporated herein as Exhibit A. Service or product data, specifications and literature submitted may be permanently maintained in the Country 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.

<u>2. Contract Price.</u> Vehicles provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. 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 \$51,525.00 per vehicle, totaling \$309,150. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

<u>3. Contract Duration.</u> This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, 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.

<u>4. Billing and Payment.</u> 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.

Presiding Commissioner N; Eastern Commissioner Western Commissioner

APPROVAL OF AGREEMENT FOR AED MACHINES AND RELATED EQUIPMENT (2 OR MORE) #23-005CM

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for AED Machines and Related Equipment for 2 or more by and between Marelly Leasing LLC, d/b/a Marelly AEDs & Safety and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-005CM

Agreement for AED Machines and Related Equipment (2 or more)

THIS AGREEMENT dated the <u>23'</u> day of <u>)</u> <u>anuany</u> 202<u>3</u> is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Marelly Leasing, LLC dba Marelly AEDs & Safety, a Missouri limited liability company (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 to purchase two (2) AED Machines and related equipment ("Equipment") shall include the Estimate dated January 12, 2023, pursuant to the State of Missouri Contract #CC181185005, 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 described in this Agreement. The Purchase Price shall not exceed \$3,665.20 pursuant to the estimate dated January 12, 2023 for two (2) AED Machines and related equipment. 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 shall be invoiced with specific department information and include State of Missouri Contract #CC181185005. 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.

Presiding Commissioner N; Eastern Commissioner V&; Western Commissioner

APPROVAL OF AMMENDMENT NO. 1 TO AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL CORP AND TANEY COUNTY #23-004CM Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the first Amendment to the agreement by and between Pictometry International Corp and Taney County dated September 23rd, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

AMENDMENT NO. 1 TO AGREEMENT DATED SEPTEMBER 23, 2022 BETWEEN PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND TANEY COUNTY, MO ("CUSTOMER") 1. This Amendment, including all Sections and Appendices referenced herein (collectively, the "Agreement") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated September 23, 2022 as, to the extent applicable, previously modified by addenda or amendments therein (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is sued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail. Section A: Product Descriptions, Prices and Payment Terms Map(c) 2. MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. t. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: <u>Everyth, Mo 66563</u> <u>Atta: Tonia, J. Friend, Atta: Tonia, J. Friend, Atta:</u>		No. 23-004CM
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND TANEY COUNTY, MO ("CUSTOMER") 1. This Amendment, including all Sections and Appendices referenced herein (collectively, the "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated September 23, 2022 as, to the extent papicable, previously modified by addenda or amendments there to (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is sizued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail. Section A: Product Descriptions, Prices and Payment Terms Map(s) 2. 2. 3. 4. 4. 5. 4. 5. 6. 6. 7. 8. 6. 8. 8. 9. 9. 9. 9. 9. 10. 10. 10. 10. 10. 10.	1	
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND TANEY COUNTY, MO ("CUSTOMER") This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated September 23, 2022 as, to the extent papicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is sizued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail. Section A: Product Descriptions, Prices and Payment Terms Map(s) MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: Atl tother terms and conditions set forth in the Agree	AMENDMENT NO. 1 TO AGREEMEN	NT DATED SEPTEMBED 23 2022 BETWEEN
This Amendment, including all Sections and Appendices referenced herein (collectively, the "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated September 23, 2022 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is sizeed solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment as there is not provide the extent and those set forth in the Agreement, the terms set forth in this Amendment tapevall. Section A: Product Descriptions, Prices and Payment Terms Map(s) MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:	PICTOMETRY INTERNATIO	NAL CODD ("DICTONGETDY") AND
This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry and Customer and supplements and modifies the terms of the Agreement dated September 23, 2022 as, to the extent applicable, previously modified by addends or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on the barbow of the force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail. Section A: Product Descriptions, Prices and Payment Terms Map(s) MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: CUSTOMER:NOTICE ADDRESS Fortyth, MO 65653 Attn: Tonja J. Friend, Phone: (817) 546-6840 Phone: (827) Mag-follow writes notice address. Notices shall be given by any of the following methods: personal doi/vey; reputable express courier providing writen receipt; or postage-p		NAL CORP. ("PICTOMETRY") AND
and between Protometry and Customer and supplements and modifies the terms of the Agreement dated September 23, 2022 as, to the extent applicable, previously modified by addende or amendments there (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment Terms Map(s) MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: EUSTOMERNOTICE ADDRESS Section A: (127) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following responded betweet the address is courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deteed of the rest defines of Customer and Pictometry and receipt by counter y or such fully executed document. ISITOMER voldes FICTOMETRY INTERNATIONAL CORP. Bither party MO Steletooptice Pictometry NTORENT Steletooptice	TANEY COUNT	Y, MO (" <u>CUSTOMER</u> ")
and between Protometry and Customer and supplements and modifies the terms of the Agreement dated September 33, 2022 as, b the extent applicable, previously modified by addende or amendments there (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail. Section A: Product Descriptions, Prices and Payment Terms Map(s) MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: CUSTOMERNOTICE ADDRESS 16317 US Hwy 160 Sis C Porsyth, MO 65633 Attm: Toni, J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving writen notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be decemed given when actually received or when delivery is refused. is Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. <u>ATTERS</u>		
Map(s) MODIFICATIONS TO AGREEMENT: a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: <u>CUSTOMER:NOTICE: ADDRESS:</u> 16317 US Hwy 160 Ste C Portyth, MO 65653 Attn: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: <u>PICTOMETRY INTERNATIONAL CORP.</u> a Delaware corporation	and between Pictometry and Customer and supplements ar the extent applicable, previously modified by addenda or a order or similar document issued by Customer in connection administrative purposes and the terms and conditions set for parties. To the extent that there is any inconsistency between	nd modifies the terms of the Agreement dated September 23, 2022 as, to amendments thereto (collectively, the "Agreement"). Any purchase on with this Amendment is issued solely for Customer's internal orth on such purchase order shall be of no force or effect as between the een the terms set forth in this Amendment and those set forth in the
 a. The payment terms of the First Project set forth in Section A of the Agreement shall be modified as set forth in Section A of this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: <u>CUSTOMER:NOTICE:ADDRESS</u> <u>IG317 US Hwy 160 Ste C</u> <u>Forsyth, MO 65653</u> <u>Attn: Tonja J. Friend,</u> <u>Phone: (417) 546-7200</u> <u>Fax: (417) 546-6840</u> Either party may change their respective notice address by giving written notice of such change to the other party is then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused, his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. <u>ARTIES:</u> <u>PICTOMETRY INTERNATIONAL CORP.</u> a Delaware corporation 	Section A: Product Descriptions, Prices and Payment Term Map(s)	ns
this Amendment. b. The Maps attached to this Amendment shall be added to the Agreement. c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: CUSTOMERNOTICE ADDRESS 16317 US Hwy 160 Ste C Forsyth, MO 65653 Atta: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by cictometry of such fully executed document. ARTIES: CUSTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	MODIFICATIONS TO AGREEMENT:	
c. All other terms and conditions set forth in the Agreement shall remain in full force and effect. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: CUSTOMER:NOTICE ADDRESS 16317 US Hwy 160 Ste C Forsyth, MO 65653 Attm: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving written notice of such change to the other party is then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ictometry of such fully executed document. ARTIES: CUSTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	a. The payment terms of the First Project set forth in Sec this Amendment.	ztion A of the Agreement shall be modified as set forth in Section A of
All notices under this Agreement shall be in writing and shall be sent to the following respective addresses: CUSTOMERNOTICE ADDRESS 16317 US Hwy 160 Ste C Forsyth, MO 65653 Attm: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Phone: (585) 486-0093 Fax: (585) 486-0098 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by cometry of such fully executed document. ARTIES: CUSTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	b. The Maps attached to this Amendment shall be added	to the Agreement.
CUSTOMER NOTICE ADDRESS 16317 US Hwy 160 Ste C Forsyth, MO 65653 Attn: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. NRTIES: USTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	c. All other terms and conditions set forth in the Agreem	nent shall remain in full force and effect.
16317 US Hwy 160 Ste C Forsyth, MO 65653 Attn: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: CUSTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	All notices under this Agreement shall be in writing and sha	all be sent to the following respective addresses:
16317 US Hwy 160 Ste C Forsyth, MO 65653 Attn: Tonja J. Friend, Phone: (417) 546-7200 Fax: (417) 546-6840 Phone: (585) 486-0093 Fax: (585) 486-0093 Fax: (585) 486-0093 Fax: (585) 486-0098 Fifth of the party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. his Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: CUSTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Attn: Tonja J. Friend, Attn: General Counsel Phone: (417) 546-7200 Fax: (417) 546-6840 Attn: General Counsel Phone: (585) 486-0093 Fisher party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. iis Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: USTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation		
Phone: (417) 546-7200 Fax: (417) 546-6840 Phone: (585) 486-0093 Fax: (585) 486-0098 Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. iis Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: PICTOMETRY INTERNATIONAL CORP. a Delaware corporation		
Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. ais Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: DISTOMER PICTOMETRY INTERNATIONAL CORP. a Delaware corporation		Attn: General Counsel
party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused. is Amendment shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by ctometry of such fully executed document. ARTIES: <u>PICTOMERRY INTERNATIONAL CORP.</u> a Delaware corporation	Phone: (417) 546-7200 Fax: (417) 546-6840	
ctometry of such fully executed document. ARTIES: DUSTOMER ARTY COUNTY, MO PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	party's then-current notice address. Notices shall be given courier providing written receipt; or postage-paid certified be deemed given when actually received or when delivery	by any of the following methods: personal delivery; reputable express or registered United States mail, return receipt requested. Notice shall is refused.
ANEY COUNTY, MO PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	ctometry of such fully executed document.	
ANEY COUNTY, MO PICTOMETRY INTERNATIONAL CORP. a Delaware corporation	CUSTOMER	PICTOMETRY
	ANEY COUNTY, MO	PICTOMETRY INTERNATIONAL CORP.
IGNATURE: SIGNATURE:		
1-1 Sher	IGNATURE:	SIGNATURE:
NAME: Nick Phummer NAME:	TAME: Nick Plenner	NAME:
TTLE: Presiding Commissioner TITLE:	TTT F.	TITLE:
DATE: /- 23-2023 EXECUTION DATE:	NATE: 1-23-2023	EXECUTION DATE:
DATE OF RECEIPT (EFFECTIVE DATE):		DATE OF RECEIPT (EFFECTIVE DATE):

Page 1 of 7

Taney County, MO - C31296629 2023-01-10

C-0001-20200910.8

Presiding Commissioner \underline{NP} ; Eastern Commissioner \underline{Succ} ; Western Commissioner \underline{succ}

APPROVAL OF ENGAGEMENT LETTER FOR AUDITING SERVICES 2023 #23-003A Commissioner Wyatt moved to approve the Engagement Letter for Auditing Services from KPM CPA's and Advisors file #23-003A. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).



No. 23-003A

January 10, 2023

Taney County Commission 132 David Street Forsyth, MO 65653

We are pleased to confirm our understanding of the services we are to provide for Taney County, Missouri, for the year ended December 31, 2022.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, business-type activities, discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of Taney County, Missouri, as of and for the year ended December 31, 2022

We have also been engaged to report on supplementary information that accompanies Taney County, Missouri's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

- 1.) Combining Statements of Nonmajor Funds
- 2.) Schedule of Expenditures of Federal Awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe in our report.

- 1.) Budgetary Comparison Schedules
- 2.) Management's Discussion and Analysis

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error

www.kpmcpa.com

1445 E. Republic Road Springfield, MO 65804 | 417-882-4300 | fax 417-882-4343 500 W. Main Street, Suite 200 Branson, MO 65616 | 417-334-2987 | fax 417-336-3403 Member of The Leading Edge Alliance

APPROVAL OF LETTER OF SUPPORT FOR 2023 MASTER GARDENER GRANT

No action taken.

BOARD APPOINTMENTS

PLANNING AND ZONING

Commissioner Wyatt moved to appoint Devin Sonnenfelt to the four year term to serve on the Beaver Township for the P&Z Board for the years beginning today through December 31st, 2026. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to appoint David Stewart to continue to serve on the P&Z Board for the Jasper Township through December 31st, 2026. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (nay), and Wyatt, (aye).

Presiding Commissioner NV; Eastern Commissioner Su; Western Commissioner

COURT ORDERS

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Wyatt moved to approve Exhibit "A" dated January 23rd, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Exhibit "A"



Commissioner Williams moved to approve Exhibit "B" dated January 23rd, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

EXHIBIT "B"

PP PAID ABATEMENTS											
Exhibit:	hibit: B Date:13 J(~ 2013										
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300863	2022	PENDING	2023-01-18	1-127079-900	CARTWRIGHT STEVEN & TRACY	THIS IS A LEASED VEHICLE	19090	-20750	X		
300864	2022	PENDING	2023-01-18	1-125334-900	PIERCE TRUST C/O JARIE LIVELY	DUP ACCOUNT WITH 125141	0	-500	8		

OLLIS/AKERS/ARNEY INSURANCE & BUSINESS ADVISORS YEAR END CLAIMS REVIEW – MAY GO INTO EXECUTIVE SESSION PER SECTION 610.021.14

John Akers, Insurance Broker of Record for Ollis|Akers|Arney representing Taney County, was present.

Discussion ensued.

RECESS: 9:37 A.M.

RECONVENE: 9:53 A.M.

EXECUTIVE SESSION 9:54 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) LEGAL AND PERSONNEL

(Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams and Commissioner Wyatt.

Commissioner Williams moved to go into Executive Session per section 610.021.(1)(3) (Legal & Personnel). Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

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

END OF EXECUTIVE: 3:56 P.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, Jana Johnson, Deputy Auditor, and Stephanie Spencer, County Clerk.

Presiding Commissioner $\mathbb{N}^{\mathbb{C}}$; Eastern Commissioner $\mathbb{S}^{\mathbb{C}}$; Western Commissioner $\mathbb{R}^{\mathbb{C}}$

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

ADJOURNMENT: 4:10 P.M.

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

3

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

Presiding Commissioner \underline{NP} ; Eastern Commissioner \underline{C} ; Western Commissioner $\underline{35}$

This page left blank intentionally.