

**OFFICIAL
COMMISSION MINUTES
MARCH 27th, 2023 – 24th 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 9:01 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #471050 through Check #471110. No Warrants and One Journal Entry/Transfer. 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 March 21st, 2023, March 20th, 2023, and Executive Session Minutes for March 20th, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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).

TANEY COUNTY FINANCIAL STATEMENT

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to approve the Financial Statement for 2022 for Taney County with the change of adding the Auditor's signature. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

LIBRARY BOARD PRESENTATION

Debbie Redford, Library Board Chair, and Anne McGregor, Library Board Treasurer, were present.

Discussion ensued.

APPOINTMENT OF REPRESENTATION TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT EXECUTIVE BOARD RESOLUTION

Commissioner Williams moved to approve the Resolution for the Appointment of a Representative to the Southwest Missouri Solid Waste Management District Executive Board appointing Sheila Wyatt with Scott Starrett as an alternate. 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 1086 • FORSYTH, MO 65653
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OFFICE OF
NICK PLUMMER
PRESIDING COMMISSIONER
Nick.Plummer@taneycountymo.gov
BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
Brandon.Williams@taneycountymo.gov
SHEILA WYATT
EASTERN DIST. COMMISSIONER
Sheila.Wyatt@taneycountymo.gov

RESOLUTION FOR THE APPOINTMENT OF A REPRESENTATIVE TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT EXECUTIVE BOARD

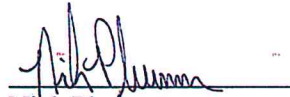
BE IT RESOLVED BY THE COMMISSION OF THE COUNTY OF TANEY, MISSOURI, to appoint **Sheila Wyatt, Eastern Commissioner** to represent TANEY COUNTY on the Southwest Missouri Solid Waste Management District Executive Board and to appoint **Scott Starrett** as the alternate to represent TANEY COUNTY when the principal cannot.

PASSED AND APPROVED BY THE COMMISSION OF THE COUNTY OF TANEY, MISSOURI THE 27th DAY OF March 2023.

ATTEST:

APPROVED:


Stephanie Spencer 3/27/2023
County Clerk


Nick Plummer
Presiding Commissioner



APPOINTMENT OF REPRESENTATION TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT N COUNCIL RESOLUTION

Commissioner Wyatt moved to appoint the Representation of the Southwest Missouri Solid Waste Management District N Council Resolution appointing Brandon Williams, Western Commissioner, and Sheila Wyatt, Eastern Commissioner, to serve on the Advisory Board and to appoint Scott Starrett as alternate to represent Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).



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BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
Brandon.Williams@taneycountymo.gov

SHEILA WYATT
EASTERN DIST. COMMISSIONER
Sheila.Wyatt@taneycountymo.gov

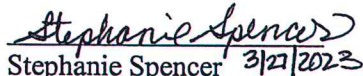
RESOLUTION FOR THE APPOINTMENT OF A REPRESENTATIVE TO THE SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT N COUNCIL


BE IT RESOLVED BY THE COMMISSION OF THE COUNTY OF TANEY, MISSOURI, to appoint **Brandon Williams, Western Commissioner, and Sheila Wyatt, Eastern Commissioner** to represent TANEY COUNTY on the Southwest Missouri Solid Waste Management District N Council and to appoint **Scott Starrett** as the alternate to represent TANEY COUNTY when the principal cannot.

PASSED AND APPROVED BY THE COMMISSION OF THE COUNTY OF TANEY, MISSOURI THE 27th DAY OF March 2023.

ATTEST:

APPROVED:


Stephanie Spencer 3/27/2023
County Clerk


Nick Plummer
Presiding Commissioner



AGREEMENT FOR ZERO TURN MOWER #23-031AIR

Commissioner Williams moved to approve the Agreement for Zero Turn Mower by and between Taney County and S&H Farm Supply, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-031AIR

Agreement
for
Zero Turn Mower

THIS AGREEMENT ("Agreement") dated the 27th day of March 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and S&H Farm Supply, Inc. as authorized dealer for Metalcraft of Mayville, Inc. dba Scag Power Equipment Inc. (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) zero turn mower ("Equipment") shall include Quote dated February 6, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #03121-SCG, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$13,702.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR UTILITY TRACTORS (6 OR MORE) #23-034RB

Commissioner Williams moved to approve the Agreement for Utility Tractors by and between Taney County and Deere & Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-034RB

Agreement
for
Utility Tractors
(6 or more)

THIS AGREEMENT ("Agreement") dated the 27th day of March 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Deere & Company, a Delaware Corporation (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 six (6) or more utility tractors ("Equipment") shall include Quote dated February 23, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #110719-JDC, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$51,397.07 per tractor, which totals \$308,382.42. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR COLUMN LIFTS #23-033RB

Presiding Commissioner Nick Plummer referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Agreement for Column Lifts File #23-033RB between O'Reilly Auto Enterprises, LLC d/b/a O'Reilly Auto Parts and Taney County. Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (abstain), and Wyatt (aye).

No. 23-033RB

Agreement
for
Column Lifts

THIS AGREEMENT ("Agreement") dated the 27th day of March 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and O'Reilly Auto Enterprises LLC dba O'Reilly Auto Parts, a Missouri Corporation (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 a one (1) column lift ("Equipment") shall include Quote dated March 6, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032521-ORA, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$51,895.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR TRANSMISSION JACK #23-032RB

Commissioner Wyatt moved to approve the Agreement for Transmission Jack File #23-032RB between O'Reilly Auto Enterprises, LLC d/b/a O'Reilly Auto Parts and Taney County. Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (abstain), and Wyatt (aye).

No. 23-032RB

Agreement
for
Transmission Jack

THIS AGREEMENT ("Agreement") dated the 27th day of March 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts, a Missouri Corporation (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 a transmission jack ("Equipment") shall include Quote dated March 6, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032521-ORA, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$13,300.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

RECESS: 9:52 A.M.

RECONVENE: 10:04 A.M.

EXECUTIVE SESSION: 10:04 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)
(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: 3:54 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.

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

ADJOURNMENT

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

ADJOURN: 4:07 P.M.

The minutes were taken by Nick Plummer, Presiding Commissioner, and Lesley Wallace, Deputy Clerk, and typed by Lesley Wallace, Deputy Clerk.