

**OFFICIAL
COMMISSION MINUTES
MAY 9th, 2023 – 7th DAY OF
THE APRIL ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Conference Room with Nick Plummer (present), Brandon Williams (via-teleconference), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:01a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #471562 through Check #471648, Warrants #8131 through Warrant #8137 and three Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Executive Session Minutes for May 1st, 2023 with corrections. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt moved to approve Regular Session Minutes for May 1st, 2023 and May 2nd, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

**APPROVAL PWS INCREASED LAW ENFORCEMENT SERVICES AGREEMENT
(TABLE ROCK) #23-056S**

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

Commissioner Wyatt moved to approve the Performance Work Statement Increased Law Enforcement Services with Table Rock Lake File #23-056S between The U.S. Army Corp of Engineers and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

PERFORMANCE WORK STATEMENT (PWS)

**Increased Law Enforcement Services, Taney County
Table Rock Lake
(2023-2025)**

1. **GENERAL:** This is a non-personal services contract to provide increased law enforcement services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

1.1 **Description of Services/Introduction:** The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform increased law enforcement services as defined in this Performance Work Statement except for those items specified as government furnished property and services. The Contractor shall perform to the standards in this contract.

1.2. **Scope:** Taney County agrees to provide a specific level of increased law enforcement services for that part of Table Rock Lake lying within Taney County for the purpose of enforcement of State and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of Moonshine Beach (gate to main beach closes at 8:00 p.m. daily), Dewey Short Visitor Center (gate to area closes at 10:00 p.m. nightly), Overlook Area, the Blue Trail Head Area, the Peninsula Observation Loop, Dale Avenue Boat Ramp, and the Maintenance Compound Area. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers rangers with their visitor assistance duties if requested. The Cooperator agrees to provide the following reimbursable law enforcement services:

1.2.1. Perform one daily patrol of the interior roads of each location on Thursday and Sunday during the contract period. The patrol must be performed between the hours of 8:00 p.m. and 11:00 p.m. The patrol will require 2 hours to complete.

1.2.2. Perform two daily patrols of the interior roads of each area on Friday and Saturday during the contract period. The first patrol must be performed during the hours of 1:00 p.m. and 4:00 p.m. and will require 2 hours to complete. The second patrol will be performed during the hours of 8:00 p.m. and 11:00 p.m. and will require 2 hours to complete.

1.2.3. Perform one daily patrol of the interior roads of each area on Memorial Day and Labor Day during the contract period. The patrol must be performed between 1:00 p.m. and 4:00 p.m. and will require 2 hours to complete.

1.2.4. Perform two daily patrols of the interior roads of each area on the 4th of July Holiday during the contract period. The first patrol must be performed during the hours of 1:00 p.m. and 4:00 pm and will require two hours to complete. The second patrol will be performed during the hours of 8:00 p.m. and 11:00 p.m. and will require 2 hours to complete.

1.2.5. Provide one extra patrol of the Dewey Short Visitor Center parking area to assist with parking and crowd control on the date of the Chateau on the Lake Fireworks Display around the 4th of July Holiday during the contract period. The patrol must be performed between the hours of 7:00 p.m. and 11:00 p.m. and will require 4 hours to complete (see Performance Work Statement - Appendix A, Patrol Schedule).

1.2.6. When requested by the Corps of Engineers' representative, the Cooperator agrees to dispatch an Officer(s), within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

APPROVAL TRANSUNION PRICING SHEET & PRICE COMPARISON #23-055S

Brad Daniels, Sheriff, was present.

Commissioner Wyatt moved to approve the TransUnion Pricing Sheet and Price Supplemental Agreement File #23-055S between TransUnion Risk and Alternative Data Solutions, Inc. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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PRICING SUPPLEMENT

This Pricing Supplement and attached Pricing Sheet (collectively, the "Supplement") is incorporated into and supplements the then-current Law Enforcement Agency Subscriber Agreement ("Agreement") between TransUnion Risk and Alternative Data Solutions, Inc. ("TRADS") and the Agency. The Agency agrees as follows:

1. **Effective Date; Term.** The Effective Date of this Supplement is specified in the Pricing Sheet. This Supplement shall commence upon the Effective Date and continue for the period specified in the Pricing Sheet ("Supplement Term"). Upon expiration of the Supplement Term, the Agreement will continue in effect in accordance with the terms therein, absent this Supplement, subject to TRADS's then-current fees and charges for the TRADS Services accessed thereafter. TRADS reserves the right to terminate this Supplement for convenience at any time.
2. **Fees and Charges.** Agency agrees to be bound by this Supplement and agrees to pay all fees and charges set forth in the Pricing Sheet during the Supplement Term.
3. **Miscellaneous.** In the event of a conflict between the terms of this Pricing Supplement and any prior pricing supplement, agreement or understanding with respect to the TRADS Services identified herein, the terms of this Pricing Supplement shall supersede, control and otherwise replace. In the event any one or more provisions of this Supplement, or the Pricing Sheet, is held to be invalid or unenforceable, the enforceability of any remaining provision(s) shall be unimpaired. All capitalized terms used but not defined in this Supplement will have the same meanings as defined in the Agreement. Except as provided in this Supplement, all other terms the Agreement shall remain in full force and effect in accordance with its terms. In the event of a conflict between the terms of the Agreement and this Supplement, the terms of this Supplement will apply.

[Remainder of page intentionally left blank. Signature page follow on the attached Pricing Sheet]

**APPROVAL OF AGREEMENT FOR TRAVELING AXLE TRAILER (1 OR MORE)
#23-052RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Agreement between Landoll Company, LLC and Taney County for the Traveling Axle Trailer File #23-052RB. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-052RB

Agreement
for
Traveling Axle Trailer
(1 or more)

THIS AGREEMENT ("Agreement") dated the 9th day of May 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Landoll Company, LLC, a Kansas 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:

1. Contract Documents. The contract documents to this Agreement to purchase one (1) or more traveling axle trailer ("Equipment") shall include Quote #LQ20230405SK01 dated April 5, 2023 and the cooperative purchasing contract documents of GSA Contract #47QMCA21D000C, 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 \$92,929.94 per trailer. 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.

Commissioner Williams left the meeting at 9:14 a.m. via-teleconference.

Presiding Commissioner NP; Eastern Commissioner SK; Western Commissioner W

APPROVAL OF FILL DIRT AGREEMENT DANNY & SHERRY BELL

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Fill Dirt Agreement between Danny and Sherry Bell and Taney County – unlimited. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (absent), and Wyatt (aye).

UN limited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with DANNY & SHERRY BELL (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.

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

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

5-4-2023
Date:

APPROVAL OF REAL ESTATE CONTRACT FOR THE PURCHASE OF COUNTY PROPERTY

Commissioner Wyatt moved to approve the document for #02-7.0-36-000-000-007.000. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (absent), and Wyatt (aye).

**TANEY COUNTY, MISSOURI
DELINQUENT TAX TRUSTEE
REAL ESTATE BID FORM**

Date: _____

Name as it is to appear on the Trustee Deed:

Bidder Address: _____

Parcel Number: 02-7.0-36-000-000-007.000

Amount Offered: _____

Notice: Your bid may be accepted or rejected by the Trustee. **TANEY COUNTY, MISSOURI DOES NOT WARRANT THE SALE OF THIS PARCEL OF PROPERTY.** Any and all potential bidders should conduct any due diligence they deem necessary with respect to the property to determine whether any liens, assessments, liabilities, debts, restrictions, or easements affect the property. Taney County, Missouri will not be liable for any mistakes or misunderstanding with respect to the property in the event the sale is approved and the property is transferred. Potential bidders are responsible for conducting any title search, survey, and shall be responsible for clearing title and any recording and costs associated. If the bid is accepted, a Trustee's Deed will be issued. Taney County and its officials, employees and agents make no representation concerning the status of the title, condition, or suitability for any purpose of the property and interested parties are encouraged to counsel with their own attorney, real estate advisor, title company, or other qualified professional.

Name

Date

Signature

ACCEPTANCE OF LIBRARY BOARD RESIGNATION/APPOINTMENT TO THE LIBRARY BOARD

Commissioner Wyatt moved to accept the resignation of Roger Newell from the library board. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (absent), and Wyatt (aye).

Commissioner Wyatt moved to appoint Jeff Gerken to fulfill the term from May 9th, 2023 to July 1st, 2023 for the Taney County Sub District Library Board. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (absent), and Wyatt (aye).

LIBRARY BOARD BALLOT ISSUE LANGUAGE DISCUSSION

Debbie Redford, Library Board Chair, and Garrett Vanderpool, Library Board, were present.

Discussion ensued.

MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the April 2023 Monthly Budget Report.

OLLIS/AKERS/ARNEY UPDATE

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

Discussion ensued.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Cody Cox, Business Consultant with Small Business Development Center Missouri State University, updated the Commission on the Missouri Extension programs.

PERSONAL PROPERTY ABATEMENT/ADD-ON REPORT

Jen Hutchinson, Deputy Clerk, was present.

Commissioner Wyatt moved to enter into record the Personal Property Abatement/Add-On Report for April 2023. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (absent), and Wyatt (aye).

| PP ABATEMENTS/ADD-ONS APRIL 2023 | | | | | | | |
|----------------------------------|------------|--------------|--|----------------------------------|--------|---------|--------|
| AbYear | Date | Account | Name | Reason | BegVal | AdjVal | EndVal |
| 2022 | 2023-04-03 | 1-75726-0 | BARNES LAWRENCE | | 10050 | -10050 | 0 |
| 2022 | 2023-04-03 | 1-86862-0 | CRITSER DONALD L & TRACI L | | 300 | 100 | 400 |
| 2021 | 2023-04-04 | 1-152538-0 | HENDRIX GLEN O JR | | 100 | 3560 | 3660 |
| 2021 | 2023-04-04 | 1-71061-0 | TRUSTER ANNA (RALPH HALL) | | 1200 | -1200 | 0 |
| 2021 | 2023-04-04 | 1-124920-0 | WHITE CORY A | | 100 | -100 | 0 |
| 2020 | 2023-04-05 | 1-91581-0 | TAPPANA JAMES & CANDACE | | 22230 | -22230 | 0 |
| 2022 | 2023-04-05 | 1-118273-0 | BONFANTE MICHAEL AND CLAUDIA | | 26780 | -3830 | 22950 |
| 2022 | 2023-04-05 | 1-122448-0 | NUCKOLLS BRANDON & MACY | | 16010 | 1380 | 17390 |
| 2022 | 2023-04-05 | 1-90464-0 | WILSON ROBERT EUGENE | | 2020 | 0 | 2020 |
| 2021 | 2023-04-10 | 1-127812-900 | ENTERPRISE FM TRUST | DUPLICATE ASSESSMENT WITH 127832 | 4590 | -4590 | 0 |
| 2021 | 2023-04-10 | 1-122455-0 | LAM PHUONG | | 9010 | -9010 | 0 |
| 2022 | 2023-04-10 | 1-122455-0 | LAM PHUONG | | 9010 | -9010 | 0 |
| 2022 | 2023-04-10 | 1-46279-900 | LILLEYS' LANDING RESORT & MARINA | PAID IN ERROR, DID NOT OWN | 152919 | -21460 | 131459 |
| 2022 | 2023-04-10 | 1-126523-0 | MULLINS WILLIAM | | 7150 | 0 | 7150 |
| 2022 | 2023-04-10 | 1-126143-900 | RAY WALTER RYAN | OVER CHARGE ON 2021 BOAT | 30210 | -7972 | 22238 |
| 2022 | 2023-04-11 | 1-23866-0 | GRIMES CLARENCE | | 3630 | -3630 | 0 |
| 2022 | 2023-04-12 | 1-46279-0 | LILLEYS' LANDING RESORT & MARINA | | 152919 | -152919 | 0 |
| 2022 | 2023-04-12 | 1-126143-0 | RAY WALTER RYAN | | 30210 | -30210 | 0 |
| 2022 | 2023-04-13 | 1-72595-0 | BENOIT ROBBY | | 5920 | -5920 | 0 |
| 2022 | 2023-04-14 | 1-125420-0 | CLPL18 HOLDINGS LLC | | 500 | -500 | 0 |
| 2021 | 2023-04-17 | 1-83343-0 | COTANT ALLEN AND ERICKIA | | 300 | 3680 | 3980 |
| 2022 | 2023-04-17 | 1-73477-0 | AUBUCHON THOMAS L & LORI A | | 4500 | -4500 | 0 |
| 2022 | 2023-04-17 | 1-73477-900 | AUBUCHON THOMAS L & LORI A | CLAIMED CYCLE IN ERROR | 4500 | -2320 | 2180 |
| 2022 | 2023-04-17 | 1-129947-0 | DUNN DIANA K | | 200 | -200 | 0 |
| 2022 | 2023-04-17 | 1-129539-0 | FOSTER ROBERT & SHELLY | | 8540 | -8540 | 0 |
| 2022 | 2023-04-17 | 1-130819-0 | TERHARDT PHILIP J & MELISSA LABICKI-TERHARDT | | 24250 | -24250 | 0 |
| 2022 | 2023-04-17 | 1-130819-900 | TERHARDT PHILIP J & MELISSA LABICKI-TERHARDT | DUPLICATE ACC WITH 80007 | 24250 | -24250 | 0 |
| 2022 | 2023-04-17 | 1-130428-900 | WHITE WING RESORT DEVELOPMENT LLC | PAID IN STONE COUNTY | 46500 | -46500 | 0 |
| 2022 | 2023-04-17 | 1-130428-0 | WHITE WING RESORT DEVELOPMENT LLC | | 46500 | -46500 | 0 |
| 2022 | 2023-04-18 | 1-130109-0 | ENTERPRISE FM TRUST | | 4700 | 13170 | 17870 |
| 2022 | 2023-04-19 | 1-86974-0 | SHINE SADE | | 200 | -100 | 100 |
| 2022 | 2023-04-20 | 1-30288-0 | MISHMASH ROBERT N | | 0 | 16890 | 16890 |

| PP ABATEMENTS/ADD-ONS APRIL 2023 | | | | | | | |
|----------------------------------|------------|--------------|---------------------------|-----------------|--------|--------|--------|
| AbYear | Date | Account | Name | Reason | BegVal | AdjVal | EndVal |
| 2022 | 2023-04-20 | 1-94654-300 | PARRISH JOSHUA | TAX CODE CHANGE | 300 | -300 | 0 |
| 2022 | 2023-04-20 | 1-128330-300 | PROCHASKA LINDA | TAX CODE CHANGE | 100 | -100 | 0 |
| 2022 | 2023-04-21 | 1-79965-0 | BILYEU JONATHON JAMES | | 3120 | 1930 | 5050 |
| 2022 | 2023-04-21 | 1-108372-0 | DOBSON CHARITY R | | 1000 | 3270 | 4270 |
| 2022 | 2023-04-21 | 1-117721-0 | HUELS RICHARD J | | 15170 | 3880 | 19050 |
| 2021 | 2023-04-24 | 1-127812-0 | ENTERPRISE FM TRUST | | 4590 | -4590 | 0 |
| 2022 | 2023-04-24 | 1-107641-0 | BREEDEN BRANDON J | | 100 | 200 | 300 |
| 2019 | 2023-04-27 | 1-11335-0 | CURTIS KEVIN L | | 1330 | 200 | 1530 |
| 2020 | 2023-04-27 | 1-11335-0 | CURTIS KEVIN L | | 1330 | 200 | 1530 |
| 2021 | 2023-04-27 | 1-11335-0 | CURTIS KEVIN L | | 1330 | 350 | 1680 |
| 2022 | 2023-04-27 | 1-11335-0 | CURTIS KEVIN L | | 1330 | 750 | 2080 |
| 2022 | 2023-04-27 | 1-130053-0 | GONZALEZ ZULEYMA YAMILETH | | 100 | -100 | 0 |
| 2020 | 2023-04-28 | 1-121420-0 | NIMMO (PUGH) ASHLY | | 1270 | -1270 | 0 |
| 2022 | 2023-04-28 | 1-89184-0 | MAHURIN LEVI | | 10470 | 1610 | 12080 |

RECESS: 10:24 A.M.

RECONVENE: 10:42 A.M.

ROUND TABLE DISCUSSION ROAD & BRIDGE

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer, and Commissioner Wyatt.

Also present: Devin Huff, Road & Bridge Administrator, David Clark, County Auditor, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer and Commissioner Wyatt.

Also present: Tami Koran, Commission Assistant and Kim Lovelace, Deputy Clerk.

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

RECESS: 11:00 A.M.

RECONVENE: 11:30 A.M.

**SW MO WASTE MANAGEMENT DISTRICT N ANNUAL COUNCIL MEETING
HOLLISTER R-V SCHOOL ADMIN. BUILDING, 1914 STATE HWY BB, HOLLISTER,
MO.**

Present: Presiding Commissioner Plummer and Commissioner Wyatt.

Discussion ensued.

**SW MO WASTE MANAGEMENT DISTRICT N ANNUAL BOARD MEETING
HOLLISTER R-V SCHOOL ADMIN BUILDING, 1914 STATE HWY BB, HOLLISTER,
MO.**

Present: Presiding Commissioner Plummer and Commissioner Wyatt.

Discussion ensued.

ADJOURNMENT

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

ADJOURN: 12:30 P.M.

The minutes were taken by and typed by Kim Lovelace, Deputy Clerk.

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