

**OFFICIAL
COMMISSION MINUTES
MAY 30th, 2023 – 15th DAY OF
THE APRIL 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

Presiding Commissioner Plummer announced that the Commission will be attending a State Tax Meeting on June 5th, 2023, and the regular scheduled meeting will be on Tuesday, June 6th, 2023.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #471803 through Check #471863, Warrant #8157, and four Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for May 22nd, 2023 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for May 23rd, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams approve Executive Session Minutes for May 25th, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Wyatt approve Regular Session Minutes for May 25th, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

MEMORANDUM OF UNDERSTANDING – SRO PROGRAM (KANAKUK) #23-067S
Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Memorandum of Understanding by and between Taney County, Taney County Sheriff’s Office, and Kanakuk Ministries. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (nay).

23-067S

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), and KANAKUK MINISTRIES (“Kanakuk”).

WITNESSETH THAT:

WHEREAS, the provisions of Section 70.210 to 70.320, inclusive, RSMo., as amended, empower political subdivisions to contract and cooperate with any other political subdivision for a common service; and

WHEREAS, Kanakuk hosts thousands of children each summer, and desires to provide safe summer camps and a safe environment for its customers and staff, including the presence of Resource Officers (“RO”) within Kanakuk’s facilities; and

WHEREAS, the County and TCSO have agreed to assign officers employed by TCSO to Kanakuk in the capacity of RO in accordance with the terms and conditions contained herein; and

WHEREAS, the County and TCSO, in return for the consideration set forth herein, will assign TCSO officers to Kanakuk in the capacity of RO.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND KANAKUK AS FOLLOWS:

1. The term of this MOU begins no later than June 1, 2023 and ends August 31, 2023. The parties may agree to extend the term of this MOU in a written addendum signed by each party.
2. The County and TCSO shall provide, and Kanakuk shall receive, services of one (1) TCSO officer to serve as the RO for Kanakuk.
3. Kanakuk agrees to reimburse the County an amount of Fifteen Thousand Seven Hundred and Sixty-Six Dollars (\$15,766), which equates to 25% of the base salary and benefits package of a newly-hired officer, which may be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the RO salary and benefits package for the assigned RO Kanakuk agrees to make payment to the County no later than 30 days after Kanakuk’s receipt of an invoice for payment from the County.

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT #23-063REC

Jody Stahl, Recorder, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Computer System and Software License Sales Agreement by and between Taney County Missouri Recorder and Fidlar Technologies. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

(Ver. 3.1.8)

This Agreement is made this 30th day of May, 2023, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and TANEY COUNTY, MO RECORDER (the "CLIENT").

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which are hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to TANEY COUNTY, MO RECORDER. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Jody Stahl
TANEY COUNTY, MO
Recorders Office
132 David St
Forsyth, MO 65653

APPROVAL FILL DIRT AGREEMENT – CAYLEN GRASSER

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Caylen Grasser and Rachel Grasser and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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 Caylen Grasser Rachel Grasser (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

5-17-2023
Date:

AGREEMENT FOR MODIFIED AGGREGATE QUICK SET 2023 #23-070RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Modified Aggregate Quick Set by and between Donelson Construction Company, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-070RB

AGREEMENT
for
Modified Aggregate Quick Set

THIS AGREEMENT dated the 30th day of May 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Donelson Construction Company, 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:

1. Contract Documents. The contract documents to this Agreement to purchase Modified Aggregate Quick Set ("Product") shall include cooperative purchasing Greene County Contract #16-0798 and Donelson Construction Company Estimate, dated May 17, 2023 (collectively "Contract Documents") 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.

2. Contract Price. The County agrees to purchase the Product from the Contractor and the Contractor agrees to sell to the County the Product provided under this Agreement. The Contract Price shall not exceed the prices as set forth in the Exhibit A ("Contract Price"). 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 will extend through May 1, 2024. 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 contract reference Greene County Contract #16-0798 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.

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

AGREEMENT FOR GUARDRAIL #23-069RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Guardrail by and between Taney County and Steve Easton d/b/a Highway Safety Solutions. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-069RB

Agreement
For
Guardrail Materials

THIS AGREEMENT dated the 30th day of May 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Steve Easton dba Highway Safety Solutions, a sole proprietorship of Springfield, Missouri (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 for the purchase of Guardrail Materials ("Product") shall include the Contractor's bid response to County's Request For Bid # 202304-528 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Product provided under this Agreement shall not exceed the prices as set forth in Exhibit A, which is attached hereto and incorporated herein by reference. (the "Price") subject to a maximum increase of 5% during the term to allow for unexpected steel pricing fluctuations, but only during a period in which the price to Contractor of Product increases, and subject to the discretion and acceptance by the County. This is an absolute maximum Price allowed during the term of this Contract. The Price includes prevailing wage compliance as part of this Agreement per Wage Order #29 specific to Taney County Missouri. Contractor shall act as the primary supplier and shall furnish Guardrail Products / Services / Installation for the County. Said services will be performed, or products purchased and provided on an ongoing, "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. If certain unusual circumstances occur specific to Product, or Services, availability the County may consider all other options.

3. Contract Duration. 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 extended beyond the expiration date only by order of the County for three (3) additional one (1) year periods, subject to the pricing clauses and delivery clauses as agreed to, and offered by the Contractor's bid response to continue to perform services and/or supply products "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 expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202304-528 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

RECESS: 9:30 A.M.

RECONVENE: 9:43 A.M.

ROUNDTABLE DISCUSSION – ROAD & BRIDGE

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, David Clark, County Auditor, Travis Elliott, Attorney, Scott Starrett, Planning & Zoning Administrator, Presley Cozort, Permit Technician and Planning & Zoning Coordinator, and Stephanie Spencer, County Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:26 A.M.

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

(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: 11:27 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.

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: 11:30 A.M.

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

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