# OFFICIAL COMMISSION MINUTES JUNE 19<sup>th</sup>, 2023 – 20<sup>th</sup> 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**

None.

#### APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #472016 through Check #472111, Warrants #8170 through Warrant #8171 and four Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

#### APPROVAL PAYROLL

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

#### APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for June 12<sup>th</sup>, 2023 and June 13<sup>th</sup>, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commission Williams moved to approve Executive Session Minutes for June 12<sup>th</sup>, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

#### PLANNING & ZONING REZONE REQUESTS

Scott Starrett, Planning & Zoning Administrator, and Presley Cozort, Permit Technician and Planning & Zoning Coordinator, were present.

#### 514 SKYLINE RD, BRANSON MO & 518 SKYLINE RD, BRANSON MO

The following individuals appeared in front of the Commission in reference to Order #06-19-2023-01 and Order #06-19-2023-02:

- Jason Hyde, 518 Skyline Rd, Branson, Mo.
- Brad Youngblood, 395 Denver Rd, Branson, Mo.
- Natalie Esparza, 216 Lone Pine Rd, Branson, Mo.
- Terry Colvin, 988 Skyview Dr, Branson, Mo.
- Ann Allman, 194 Lone Pine Rd, Branson, Mo.
- Vonnetta Dougan, 215 Lone Pine Rd, Branson, Mo.
- Becky Penrod, 748 Skyline Rd, Branson, Mo.

Commissioner Williams moved to table the Rezoning Request for 514 Skyline Rd, Branson, Missouri and 518 Skyline Rd, Branson, Missouri to a definite date of July 17<sup>th</sup>, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

## APPROVAL GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSE AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – PARMELE RANCH CO., LLC

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Permanent and Perpetual Easement and Right-of-Way for Public Road Purpose and Temporary Construction Easement for Construction of Public Road Improvements by and between Parmele Ranch Company, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

> GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Parmele Ranch Co., LLC. A Missouri Limited Liability Company, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this <u>5</u> day of <u>5</u> where day of <u>5</u> where day of <u>5</u> where days and convey unto <u>5</u> where days are days and the state days are days are days are days are days and the state days are da

TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as <u>Round Mountain Rd</u>.(176-20), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limit to installation of a box culvert, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

Legally described as set forth in Attachment "A" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit*:

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

#### APPROVAL GRANT DRAINAGE EASEMENT - ROUND MOUNTAIN RD

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Drainage Easement by and between Parmele Ranch Company, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

#### **GRANT OF DRAINAGE EASEMENT**

**Parmele Ranch Co., LLC, a Missouri Limited Liability Company**, of the County of Taney, State of Missouri, hereinafter called "GRANTOR" (whether singular or plural), and **Taney County, Missouri**, c/o **Taney County Commission**, a body politic and corporate, hereinafter called "GRANTEE." The mailing address of the Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH, that said GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, to said GRANTOR and hand paid by said GRANTEE, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said GRANTEE, its successors and assigns, the following described interests in real estate in the County of Taney, State of Missouri, to wit:

#### See Attachment "A"

To have and to hold the same for use as a drainage way for surface water runoff, and for constructing and maintaining such drainage ways, channels, and bank stabilization structures together with all appurtenances necessary for the proper conveyance of surface water runoff and for protection of the embankment for <u>Round Mountain Rd</u> (176-20), or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE.

Said GRANTOR hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of surface water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the GRANTEE.

Said GRANTOR further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said GRANTOR or those under whom said GRANTOR claims; and the said GRANTOR will warrant and defend the title to said premises unto said GRANTEE and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, accept the lien of taxes for the current year.

IN WITNESS WHEREOF, the said GRANTORS has executed the above on \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2023.

GRANTOR:

Parmele Ranch Co By:

Dan Print Name/Title:

Parmele, Menter Print Name/Title:

### APPROVAL GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSE AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – WALTER P. & KATHRYN L. RIGGAN

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Grant of Permanent and Perpetual Easement and Right-of-Way for Public Road Purpose and Temporary Construction Easement for Construction of Public Road Improvements by and between Walter P. Riggan and Kathryn L. Riggan, Husband and Wife, and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

> GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Walter P. Riggan and Kathryn L. Riggan, husband and wife, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this \_/5\_ day of \_\_\_\_\_\_, 2023 grant and convey unto

TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and repairing and improving the public road now known as <u>Round Mountain Rd</u>.(176-20), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to installation of a box culvert, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

Legally described as set forth in Attachment "A" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit*:

246 Presiding Commissioner : Eastern Commissioner (المعند); Western Commissioner جمع

#### APPROVAL GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSE AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS – WALTER P., KATHRYN L. RIGGAN & JAMES C. RIGGAN Devin Huff, Road & Bridge Administrator, was present

Commissioner Wyatt moved to approve the Grant of Permanent and Perpetual Easement and Right-of-Way for Public Road Purpose and Temporary Construction Easement for Construction of Public Road Improvements by and between Walter P. Riggan and Kathryn L. Riggan, Husband and Wife, and James C. Riggan, a single person, as joint tenants with right of survivorship and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

> GRANT OF PERMANENT AND PERPETUAL EASEMENT AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES AND TEMPORARY CONSTRUCTION EASEMENT FOR CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS

Walter P. Riggan and Kathryn L. Riggan, husband and wife, and James C. Riggan, a single person, as Joint Tenants with Right of Survivorship of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 15 day of 314 day of 324 day

TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth, Missouri 65653 a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as <u>Round Mountain Rd</u>.(176-20), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limit to installation of a box culvert, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

Legally described as set forth in Attachment "A" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit*:

Presiding Commissioner  $\underline{WP}$ ; Eastern Commissioner  $\underline{SU}$ ; Western Commissioner  $\underline{SU}$ ;

#### APPROVAL GRANT OF DRAINAGE EASEMENT – ROUND MOUNTAIN RD (176-20) Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Drainage Easement by and between Walter P. Riggan and Kathryn L. Riggan, Husband and Wife, and James C. Riggan, a single person, as joint tenants with right of survivorship and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

#### GRANT OF DRAINAGE EASEMENT

Walter P. Riggan and Kathryn L. Riggan, husband and wife, and James C. Riggan, a single person, as Joint Tenants with Right of Survivorship of the County of Taney, State of Missouri, hereinafter called "GRANTOR" (whether singular or plural), and Taney County, Missouri, c/o Taney County Commission, a body politic and corporate, hereinafter called "GRANTEE." The mailing address of the GRANTEE is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH, that said GRANTOR, in consideration of One Dollar (\$1.00) and other good and valuable consideration, to said GRANTOR and hand paid by said GRANTEE, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said GRANTEE, its successors and assigns, the following described interests in real estate in the County of Taney, State of Missouri, to wit:

#### See Attachment "A"

To have and to hold the same for use as a drainage way for surface water runoff, and for constructing and maintaining such drainage ways, channels, and bank stabilization structures together with all appurtenances necessary for the proper conveyance of surface water runoff and for protection of the embankment for <u>Round Mountain Rd</u> (176-20), or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE.

Said GRANTOR hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of surface water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the GRANTEE.

Said GRANTOR further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said GRANTOR or those under whom said GRANTOR claims; and the said GRANTOR will warrant and defend the title to said premises unto said GRANTEE and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, accept the lien of taxes for the current year.

IN WITNESS WHEREOF, the said GRANTORS has executed the above on <u>/5</u> day of June , 2023.

R 7 alter P. Riggan nia 19groun n James C. Riggan

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#### APPROVAL AGREEMENT FOR MODIFIED AGGREGATE QUICK SET 2023 SUPPLEMENTAL #23-078RB

Devin Huff, Road & Bridge Administrator, was present.

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

No. 23-078RB

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#### AGREEMENT for

#### Modified Aggregate Quick Set

THIS AGREEMENT dated the <u>19</u><sup>th</sup> day of <u>June</u> 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:

<u>1. Contract Documents.</u> 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 24, 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.

<u>2. Contract Price.</u> 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.

<u>3. Contract Duration.</u> 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.

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

<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.

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

Presiding Commissioner MY; Eastern Commissioner VW; Western Commissioner V

#### APPROVAL MISSOURI DEPARTMENT OF PUBLIC SAFETY, DPS GRANTS #23-077S

Brad Daniels, Sheriff, and Kim Schade, Administrative Assistant, were present.

Commissioner Wyatt moved to approve the Missouri Department of Public Safety, DPS Grant, file #23-077S between the Missouri Department of Public Safety and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

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#### **APPROVAL EQUIPMENT SERVICE AGREEMENT #23-071S**

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

Commissioner Williams moved to approve the Equipment Service Agreement, file #23-071S, by and between Taney County and Missouri Document Solutions. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

Personal distribution	MISSOURI DOCUMENT									
	This is NOT A BILL! Please sign and return original to our Ozark office. Thank you!									
	Equipment Service Agreement									
	For the annual charge indicated below, MISSOURI DOCUMENT SOLUTIONS agrees to service for one year, from the starting date, the equipment listed. This agreement will renew automatically unless terminated in writing by thirty days notice by either party.									
	Equipment               Serial Number               Start Date               Annual Charge         ST VIEW SCAN 4 MF SCANNER       220713002438       7-20-23       \$695.00									
	Total Annual Charge: \$695.00 Renewal Date: 7-19-24									
	<b>Terms and Conditions:</b> Service calls will be performed during normal working hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, unless otherwise agreed in writing, with a guaranteed 4 hour response from the time the call is placed. Service required at other times will be billed at normal overtime rate.									
	This agreement covers travel, labor and parts except those listed below. It will not cover if service is required due to damage caused by electrical failure, fire, water, abuse, accident, negligence, misuse, equipment alterations or tampering by unauthorized personnel. All parts are furnished on an exchange basis.									
	Damage caused by use of unauthorized supplies, i.e. refilled cartridges, will not be covered, and at our discretion may result in the cancellation of the agreement.									
	A minimum of two (2) preventative maintenance visits will be performed to keep equipment in good operating condition.									
	All consumable parts and supplies, glass items, bulbs, toner cartridges, die drums Pick up Roller kits and all paper trays are excluded.									
	Accepted for Missouri Document Solutions: Brian Sexton, Service Manager									
	Signature: <u>Ala fluman</u> Title: <u>Presiding Countrissioner</u> Signature: <u>D</u> Title: <u>President</u>									
	Company Name:TANEY COUNTY SHERIFFS OFFICEAddress:PO BOX 1005City/State/Zip:FORSYTH MO 65653Phone:1-417-546-7273Attn:BRAD DANIELS									
	P.O. Box 1217 • Ozark, MO 65721-1217 Phone: 417-443-3019 • Fax: 417-443-3018 www.mdssnf.com									

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner

#### **APPROVAL VEHICLE SERVICE CONTRACT**

Commissioner Williams moved to approve the Vehicle Service Contracts for the 2023 GMC K 2500 Heavy Duty and the 2024 GMC K 2500 Heavy Duty by and between Taney County and Mechanical Breakdown Protection Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

MBPI	Vehicle Service Contract
Contract No.: 16167582	VIN: 1GT59LE7XPF242563
Purchaser: TANEY COUNTY PO BOX 703 Forsyth, MO 65653	Seller: PINEGAR CHEV BUICK GMC INC 163 ADAIR ROAD BRANSON, MO 65616 (417) 334-3114
Year: 2023 Make: Gmc	Model: Sierra K2500 Heavy Duty
Contract Purchase Price: \$3.401.00	Contract Purchase Date: 04/13/2023
Vehicle Purchase Price: \$46,075.00	Vehicle Sale Date: 04/13/2023 Vehicle Sale Mileage: 8
Coverage Term Expires on 4/13/2029	or when odometer exceeds 120,000 miles, whichever occurs first.
Deductible at Issuing Dealer: \$0.00	Deductible at Other Repair Facilities: \$100.00
Your coverage includes: Premier Coverage	e. Business Use

You must contact the Administrator before performing any repairs (800) 325-7484. No claims will be paid without prior authorization.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is Mechanical Breakdown Protection, Inc., at 250 NE Mulberry St., Lee's Summit, MO 64086. The telephone number is (800) 325-7484. The Administrator's hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST. The Obligor under this Contract referred to as "We," "Us," and "Our" throughout, is Vehicle Protection, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086, (800) 325-7484.

By signing below, You acknowledge that You have reviewed the coverage You selected to purchase and have read, understand and agree to all Terms by spring below, for acknowledge that You have reviewed the coverage You selected to purchase and have read, understand and agree to all Terms and Conditions within this Contract, and You agree that You have not relied upon the statements or promises of any person unless expressly stated in this Contract. This Contract is not an insurance policy or product warranty, implied or otherwise. This Contract excludes coverage for any loss covered by Your manufacturer's warranty, any third-party limited warranty, repairer's guarantee, parts warranty, or by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by any insurance policy, look first to Your manufacturer's warranty for coverage. This Contract does not provide any coverage for any preexisting conditions.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE.

e Seller ("Seller") named above affirm that the information stated above is accurate and complete and that the Vehicle is eligible for coverage. If this Contract cannot be accepted as submitted, You will be notified by Seller within forty-five (45) days of the Contract Purchase Date and offered a revised Contract, if possible.

If You do not choose to accept the revised Contract or the Vehicle does not qualify, the Contract Purchase Price will be refunded by the Seller.

This Contract contains an arbitration clause which may affect Your legal rights, unless You purchased this Contract in a state that prohibits such provisions. Please review the arbitration clause in its entirety as well as any State Specific Provisions for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller the sections of this Contract titled: Coverage Term, Terms and Conditions; What to do in the event of a Mechanical Breakdown; Your Duties, Obligations and Maintenance Requirements; Powertrain Coverage; Custom Coverage; Premier Coverage; Powertrain Exclusions from Coverage; Custom Exclusions from Coverage; General Exclusions from Coverage; Other Items of Importance. The implied warranty of merchantability on the Vehicle is not waived if this Contract has not been purchased within ninety (90) days of the sale date of the Vehicle from Seller. Signatures for Contract Purchaser's Date: 6-19-2023 Signature: Ulminen Co-Purchaser's Signature: Date: Sellers Authorized Representative: Date:

CPV9300B22

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Page 1

Presiding Commissioner N; Eastern Commissioner 3; Western Commissioner 7

#### APPROVAL AGREEMENT FOR MODIFIED AGGREGATE QUICK SET 2023 SUPPLEMENTAL #23-078RB

Devin Huff, Road & Bridge Administrator, was present.

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

No. 23-078RB

249

#### AGREEMENT for

#### Modified Aggregate Quick Set

THIS AGREEMENT dated the <u>19</u><sup>th</sup> day of <u>June</u> 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:

<u>1. Contract Documents.</u> 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 24, 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.

<u>2. Contract Price.</u> 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.

<u>3. Contract Duration.</u> 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.

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

<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.

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

Presiding Commissioner MY; Eastern Commissioner VW; Western Commissioner V

#### **APPROVAL EQUIPMENT SERVICE AGREEMENT #23-071S**

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

Commissioner Williams moved to approve the Equipment Service Agreement, file #23-071S, by and between Taney County and Missouri Document Solutions. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

Personal distribution	MISSOURI DOCUMENT									
	This is NOT A BILL! Please sign and return original to our Ozark office. Thank you!									
	Equipment Service Agreement									
	For the annual charge indicated below, MISSOURI DOCUMENT SOLUTIONS agrees to service for one year, from the starting date, the equipment listed. This agreement will renew automatically unless terminated in writing by thirty days notice by either party.									
	Equipment               Serial Number               Start Date               Annual Charge         ST VIEW SCAN 4 MF SCANNER       220713002438       7-20-23       \$695.00									
	Total Annual Charge: \$695.00 Renewal Date: 7-19-24									
	<b>Terms and Conditions:</b> Service calls will be performed during normal working hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, unless otherwise agreed in writing, with a guaranteed 4 hour response from the time the call is placed. Service required at other times will be billed at normal overtime rate.									
	This agreement covers travel, labor and parts except those listed below. It will not cover if service is required due to damage caused by electrical failure, fire, water, abuse, accident, negligence, misuse, equipment alterations or tampering by unauthorized personnel. All parts are furnished on an exchange basis.									
	Damage caused by use of unauthorized supplies, i.e. refilled cartridges, will not be covered, and at our discretion may result in the cancellation of the agreement.									
	A minimum of two (2) preventative maintenance visits will be performed to keep equipment in good operating condition.									
	All consumable parts and supplies, glass items, bulbs, toner cartridges, die drums Pick up Roller kits and all paper trays are excluded.									
	Accepted for Missouri Document Solutions: Brian Sexton, Service Manager									
	Signature: <u>Ala fluman</u> Title: <u>Presiding Countrissioner</u> Signature: <u>D</u> Title: <u>President</u>									
	Company Name:TANEY COUNTY SHERIFFS OFFICEAddress:PO BOX 1005City/State/Zip:FORSYTH MO 65653Phone:1-417-546-7273Attn:BRAD DANIELS									
	P.O. Box 1217 • Ozark, MO 65721-1217 Phone: 417-443-3019 • Fax: 417-443-3018 www.mdssnf.com									

Presiding Commissioner ; Eastern Commissioner ; Western Commissioner

# APPROVAL SERVICE AND MAINTENANCE AGREEMENT #23-076CC

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to approve the Service and Maintenance Agreement file #23-076CC by and between Taney County and SumnerOne. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

THIS SERVICE AND ANDITENAUCE ARREPORT (bb * Agreement) is made and entored hob as of the date of the last algoration bow (bb * Effective Date*), by and behaven the * Company "obow in 1.1) and the * Customer * (bow in 1.1) and the * Customer * Intellation Location (*Ship Tor):     Customer * Intellation Tor * Intellation Varianter     Tor):     Customer * Intellation Tor * Intellation Varianter     Customer * Intellation Tor * Intellation Varianter     Customer * Intellation Tor *							1	SERVICE	AND MAINTE	ENANCE AG	REEMENT
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#### DISCUSSION AND POSSIBLE APPOINTMENT OF THE TRANSPORTATION ADVISORY COMMITTEE BOARD (SOUTHWEST MISSOURI COUNCIL OF GOVERNMENTS)

Commissioner Williams moved to recommend the appointment of Sheila Wyatt and Matt Briand and Rick Ziegenfuss as an Alternate to the Transportation Advisory Committee Board for Southwest Missouri Council of Governments. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

#### RECESS: 10:41 A.M.

RECONVENE: 11:00 A.M.

Presiding Commissioner  $\underline{W}$ ; Eastern Commissioner  $\underline{V}_{\underline{U}}$ ; Western Commissioner  $\underline{-253}$ 

# APPROVAL SERVICE AND MAINTENANCE AGREEMENT #23-076CC

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to approve the Service and Maintenance Agreement file #23-076CC by and between Taney County and SumnerOne. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

THIS SERVICE AND ANDITENAUCE ARREPORT (bb * Agreement) is made and entored hob as of the date of the last algoration bow (bb * Effective Date*), by and behaven the * Company "obow in 1.1) and the * Customer * (bow in 1.1) and the * Customer * Intellation Location (*Ship Tor):     Customer * Intellation Tor * Intellation Varianter     Tor):     Customer * Intellation Tor * Intellation Varianter     Customer * Intellation Tor * Intellation Varianter     Customer * Intellation Tor *								SERVICE	AND MAINTE	ENANCE AG	REEMENT
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#### DISCUSSION AND POSSIBLE APPOINTMENT OF THE TRANSPORTATION ADVISORY COMMITTEE BOARD (SOUTHWEST MISSOURI COUNCIL OF GOVERNMENTS)

Commissioner Williams moved to recommend the appointment of Sheila Wyatt and Matt Briand and Rick Ziegenfuss as an Alternate to the Transportation Advisory Committee Board for Southwest Missouri Council of Governments. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

#### RECESS: 10:41 A.M.

RECONVENE: 11:00 A.M.

Presiding Commissioner  $\underline{W}$ ; Eastern Commissioner  $\underline{V}_{\underline{U}}$ ; Western Commissioner  $\underline{-253}$ 

# ROUNDTABLE DISCUSSION PURCHASING PROGRAM/ACCOUNTING DISCUSSION

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

Also present: Melanie Smith, Treasurer, Dawn Bilyeu, A/P & Payroll, Melissa Trotter, Database Manager, Marc Rys, IS Administrator, David Clark, County Auditor and Lesley Wallace, Deputy Clerk.

Discussion ensued.

#### EXECUTIVE SESSION: 11:50 A.M.

#### EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3)(12)(20) (LEGAL, REAL ESTATE, PERSONNEL, CONTRACTS & SECURITY ACCESS CODES ) (Taney County Commission Conference Room)

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

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

#### END OF EXECUTIVE SESSION: 11:56 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.

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: 12:04 P.M.

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