

**OFFICIAL
COMMISSION MINUTES
JUNE 19th, 2023 – 20th 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 12th, 2023 and June 13th, 2023. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for June 12th, 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 17th, 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 5 day of June, 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 improving the public road now known as Round Mountain Rd.(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:

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 Round Mountain Rd (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 5 day of JUNE, 2023.

GRANTOR:

Parmele Ranch Co., LLC

By:



Print Name/Title: Dan Parmele, Member 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 15 day of June, 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 Round Mountain Rd. (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:

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 June, 2023 grant and conveys 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 improving the public road now known as Round Mountain Rd.(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:*

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 Round Mountain Rd (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 15 day of June, 2023.

Walter P. Riggan
Walter P. Riggan

Kathryn L. Riggan
Kathryn L. Riggan

James C. Riggan
James C. Riggan

**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

AGREEMENT
for
Modified Aggregate Quick Set

THIS AGREEMENT dated the 19th day of June 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 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.

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

Presiding Commissioner WP; Eastern Commissioner SW; Western Commissioner W

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).



MoSMART Board
DPS, CJ/LE
 P.O. Box 749, Jefferson City, MO 65101
 Telephone: 573-526-1928 Fax: 573-751-5399

AWARD AGREEMENT

RECIPIENT NAME Taney County, Sheriff's Office		DATE 6/01/2023	
ADDRESS PO Box 1005		AWARD NUMBER 2024-DSSSF-66	
CITY Forsyth	STATE MO	ZIP CODE 65653	
TOTAL AMOUNT OF THE AWARD \$46,339.20			
PROJECT PERIOD FROM 07/01/2023	PROJECT PERIOD TO 6/30/2024	AWARD DATE 07/01/2023	
PROJECT TITLE 2024 DSSSF		FUNDED BY MoSMART Board	
AWARDING AGENCY Missouri Department of Public Safety, DPS Grants			
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER NA		METHOD OF PAYMENT (Reimbursement - Advanced) Reimbursement	
CONTACT INFORMATION			
CJ/LE GRANT CONTACT		RECIPIENT PROJECT DIRECTOR	
NAME Brandy Boessen		NAME Brad Daniels, Sheriff	
E-MAIL ADDRESS brandy.boessen@dps.mo.gov		ADDRESS (if different from above) PO Box 1005	
TELEPHONE (573) 751-5289		CITY, STATE AND ZIP CODE Forsyth MO, 65653	
PROGRAM MANAGER Joni McCarter		TELEPHONE (417) 546-7250	E-MAIL ADDRESS Brad.daniels@taneycountymo.gov
SUMMARY DESCRIPTION OF PROJECT <p>The Deputy Sheriff Salary Supplementation Fund (DSSSF) was created pursuant to <u>Section 57.278 RSMo</u>. The DSSSF consists of monies collected from charges for service received by county sheriffs under subsection 4 of <u>Section 57.280 RSMo</u> and deposited into the state treasury. The state treasurer shall be the custodian of the DSSSF, and consequently the monies are deemed state monies.</p> <p>The DSSSF shall be used solely to supplement the salaries, and employee benefits resulting from such salary increases, of county deputy sheriffs.</p> <p>The DSSSF program is administered by the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) created under <u>Section 650.350 RSMo</u>. Technical assistance through administrative duties is provided to the MoSMART Board by the Missouri Department of Public Safety, Office of the Director, Criminal Justice/Law Enforcement (CJ/LE) Unit.</p>			
AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APPROVAL	
TYPED NAME AND TITLE OF MoSMART Board OFFICIAL Ranee Kaiser, MoSMART Board Chair		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL Nick Plummer, Presiding Commissioner	
SIGNATURE OF APPROVING MoSMART Board OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL	DATE
		<i>Nick Plummer</i>	6-19-2023
<p>THIS AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS AWARD AGREEMENT THE RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL ARTICLES OF AGREEMENT AND SPECIAL CONDITIONS.</p>			

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).



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.

<u>Equipment</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>Annual Charge</u>
ST VIEW SCAN 4 MF SCANNER	220713002438	7-20-23	\$695.00

Total Annual Charge: \$695.00
Renewal Date: 7-19-24

Terms and Conditions:

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: *Nick Plummer* Title: Presiding Commissioner

Signature: *Brad Daniels* Title: President

Company Name: TANEY COUNTY SHERIFFS OFFICE
Address: PO BOX 1005
City/State/Zip: FORSYTH MO 65653
Phone: 1-417-546-7273
Attn: BRAD DANIELS

P.O. Box 1217 • Ozark, MO 65721-1217
Phone: 417-443-3019 • Fax: 417-443-3018
www.mdsspf.com

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).



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	
Lienholder:			
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, 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 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.

You and the 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.

<input type="checkbox"/>	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.
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Signatures for Contract	
Purchaser's Signature: <u><i>Tick Plummer</i></u>	Date: <u>6-19-2023</u>
Co-Purchaser's Signature: _____	Date: _____
Seller's Authorized Representative: _____	Date: _____

**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

AGREEMENT
for
Modified Aggregate Quick Set

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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 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.

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

Presiding Commissioner WP; Eastern Commissioner SW; Western Commissioner W

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).



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.

<u>Equipment</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>Annual Charge</u>
ST VIEW SCAN 4 MF SCANNER	220713002438	7-20-23	\$695.00

Total Annual Charge: \$695.00
Renewal Date: 7-19-24

Terms and Conditions:

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: *Nick Plummer* Title: Presiding Commissioner

Signature: *Brad Daniels* Title: President

Company Name: TANEY COUNTY SHERIFFS OFFICE
Address: PO BOX 1005
City/State/Zip: FORSYTH MO 65653
Phone: 1-417-546-7273
Attn: BRAD DANIELS

P.O. Box 1217 • Ozark, MO 65721-1217
Phone: 417-443-3019 • Fax: 417-443-3018
www.mdsspf.com

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).

23-076CC

SUMNER ONE SERVICE AND MAINTENANCE AGREEMENT

THIS SERVICE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the "Company" (below in 1.1) and the "Customer" (below in 1.2). Company and Customer may sometimes individually be referred to as a "Party" and collectively as the "Parties".

1. BASIC PROVISIONS. For purposes of this Agreement, the following terms and definitions shall be applicable:

1.1 Company: SumnerOne, Inc.			1.2 Customer's Installation Location ("Ship To"):		
1.1.1 Customer (Bill To):			1.1.2 Customer's Installation Location ("Ship To"):		
CUSTOMER NAME Taney County Clerk			CUSTOMER NAME Taney County Clerk		
ADDRESS 132 David Street			ADDRESS 132 David Street		
CITY Forsyth			CITY Forsyth		
STATE MD	ZIP CODE 65653		STATE MD	ZIP CODE 65653	
BILLING CONTACT NAME (INVOICE ATTN TO): Melissa Trotter			INSTALLATION CONTACT NAME: Melissa Trotter		
PHONE: 417-546-7210			PHONE: 417-546-7210		
BILLING CONTACT EMAIL: melissa.trotter@taneycountymo.gov			INSTALLATION CONTACT EMAIL: melissa.trotter@taneycountymo.gov		
INVOICE DELIVERY METHOD: EMAIL					
BILL TO ACCOUNT NUMBER: 35854100			SHIP TO ACCOUNT NUMBER: 35854100-009		
P.O. NUMBER (IF APPLICABLE):			TERRITORY: #N/A		
			SALES REP: Brandon Wamshar		
			SPECIALIST:		

1.4 Equipment Covered under Service and Maintenance ("Equipment") If box is checked, see attached Schedule A

MODEL / DESCRIPTION	ID#	SERIAL #	COMMENT	BEG. METER
Kyocera TA4054d				
DF-7140 4,000 Sheet Finisher (65 Sheet Staple)				
DF-7160 320 Sheet DSDP with Multi-Feed sensor				
MT-7308 7 Bin Mailbox for DF-7140				
Copier Cabinet Stand				
AK-7110 Attachment Kit for DF-7120 / DF-7140 / DF-71				

1.5 Commencement Date: The date that the Equipment is delivered and installed at the Ship-To location.

1.6 Service and Maintenance Payment Schedule:

1.6A Page Commitments (Covered Copies):		1.6B Click Billing (Overages):		1.6C Remote Access & Auto Toner Fulfillment:	
\$10.00	Service Payment per Month	0.0078	Per B&W Page	<input type="checkbox"/>	KFS Remote Access Agent (DCA)
0	B&W Pages (8.5 x 11)	0.0490	Per Color Page	<input type="checkbox"/>	Auto Toner Fulfillment
0	Color Pages (8.5 x 11)		N/A	1.6D Consumables	
			N/A	Includes Consumables as described in Section 7 of the T&Cs.	
				Paper & Staples Excluded	
Monthly	Billing Frequency	Monthly	Billing Frequency	Contact Phone: _____	
Separate	Billing Preference			Contact Email: _____	
Key Contact(s) Name: _____			Contact Email: _____		

*Printer carts to be collected by DCA or to be sent to us in a timely manner by your Major Contact. Customer agrees an estimate may be used.

CUSTOMER SIGNATURE	Signature	Print Name	Date
<i>(Signature)</i>	<i>(Signature)</i>	RICK PLUMMER	6-19-2023

TERMS AND CONDITIONS (these continue on page 2)

2. SERVICE AND MAINTENANCE. Customer agrees to the Payment Schedule shown in Section 1.6, consisting of the Page Commitments (the base number of pages other included in your separate Lease/Equipment Agreement or billed separately and measured by calendar month only), the applicable Click/Overage Billing (the variable per-page charge for service and maintenance associated with pages in excess of the Page Commitments). Provided Customer is not in Default (defined in Section 5), the following "Service and Maintenance" will be provided by Company:

Company will be responsible for keeping the Equipment in good working order; routine, remedial and preventative maintenance services, including inspection, adjustment, parts replacement, drums and cleaning materials required for the proper operation of the Equipment, as well as Consumables as specified below in Section 7. Customer agrees to provide Company free and clear access to the Equipment. Service and Maintenance calls will be performed at no extra charge during Company's normal business hours. Overtime and holiday charges at Company's hourly rates will be assessed for all service calls outside Company's normal business hours. Company shall not be responsible for Service and Maintenance arising out of the following: (i) Customer's failure to provide a suitable installation environment including all electrical power requirements, surge protection, space, ventilation, humidity or other requirements specified in the Operating Manual; (ii) Customer's failure to use parts or supplies obtained solely from Company or approved by Company in writing as suitable for use in the Equipment; (iii) neglect; (iv) fire; (v) act of God; (vi) vandalism; (vii) misuse; (viii) alteration including but not limited to adding or removing accessories; (ix) any modification or maintenance not performed by our Company's representatives or assigns; and/or (x) use of the Equipment for other than the purposes for which it was designed (collectively, "Customer Misuse"). Company reserves the right to charge Customer for Service and Maintenance on a time and materials basis, at Company's then-applicable rates, to remediate Customer Misuse or for any other services not expressly included in this Agreement. Any additional Service and Maintenance not included herein shall be described in a separate Service Schedule, Scope of Work (SOW), or detailed Service Level Agreement (SLA) and agreed to in writing between Customer and Company.

REPLACEMENT GUARANTEE. If Customer is not totally satisfied with any Equipment delivered under this Agreement, Company will, at Customer's request, replace it without charge with identical Equipment or, at Company's option, with equipment with comparable features and capabilities ("Replacement Guarantee"). The Replacement Guarantee applies during the Initial Term (defined below) for new, non-Production Equipment, OR for three (3) years for used, non-Production Equipment, and ONLY when Equipment has been purchased and/or leased through Company AND continuously maintained by Company under a Service & Maintenance Agreement and has been operated at all times in accordance with manufacturer's specifications.

3. INITIAL NETWORK-RELATED SERVICES, INITIAL TRAINING. Company shall provide setup and installation support for Equipment leased, rented or purchased from Company, including connection to Customer's network, identification and installation of print drivers, scanning destination configuration (e.g. scan to email, scan to folder), fax, IP addressing, and local configuration of up to ten (10) individual workstations ("Network Support"). For Network Support issues that arise more than ninety (90) days after installation, Company shall provide troubleshooting to determine whether the issue is being caused by an Equipment malfunction and shall resolve such Equipment-related issues only as part of Service and Maintenance. Additional Network Support shall be provided on a per-occurrence, time and materials basis chargeable at Company's then-applicable rates, or shall be described in a written SOW and agreed to in advance by Company and Customer. **TRAINING.** Following installation, Company will provide initial training to Customer's authorized personnel sufficient to enable the proficient and productive use of the Equipment.

4. SOFTWARE. Company sells and supports a wide range of Software products, including software provided with manufacturer-brand Equipment ("Base Software"), print management related Software, and other software applications sold by Company (both "Applications Software"). Company will support Base Software functionality as part of this Agreement. Support for Applications Software may be subject to your payment of separate licensing, annual maintenance and/or support fees and all such service and maintenance shall be described in a separate Applications Software Service Agreement, Schedule, or SOW, available from your account representative. Any issues associated with software applications not sold to you by Company, including its integrations with printing, scanning, print to PDF, or other print or print driver-related functions, is not covered by this Agreement and shall be subject to per-occurrence charges on a time and materials basis at Company's then-applicable rates.

5. TERM AND PAYMENT. The Term of this Agreement ("Term") shall begin on the Commencement Date and shall (a) be the same Term (Initial Term, Renewal Term) as specified in Customer's Lease Agreement for the Covered Equipment, or (b) be twelve (12) months and shall auto-renew annually for as long as Customer is using the Equipment. If any invoice is not paid when due, Customer shall pay Company a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies Company may have. Company reserves the right to assess a surcharge upon all credit card transactions in states where not otherwise prohibited. **DEFAULT.** Customer shall be in default of this Agreement under each of the following circumstances (each an "Event of Default"): (i) Customer's failure to timely pay any invoice when due; (ii) Customer's failure to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after Company shall have given Customer written notice of default with respect thereto; (iii) Customer becomes insolvent; (iv) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection; (v) Customer has a receiver, trustee, conservator or liquidator appointed with or without Customer's consent; and/or (vi) Customer defaults under any other agreement between the Parties.

6. LOCATION. Customer will keep and use the Equipment only at the Equipment Installation Location set forth in Section 1.2 unless Customer obtains Company's written permission in advance to move it.

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.

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).

23-076CC

SUMNER ONE SERVICE AND MAINTENANCE AGREEMENT

THIS SERVICE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the "Company" (below in 1.1) and the "Customer" (below in 1.2). Company and Customer may sometimes individually be referred to as a "Party" and collectively as the "Parties".

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1.1 Company: SumnerOne, Inc.

1.1.1 Customer (Bill To):			1.1.2 Customer's Installation Location ("Ship To"):		
CUSTOMER NAME Taney County Clerk			CUSTOMER NAME Taney County Clerk		
ADDRESS 132 David Street			ADDRESS 132 David Street		
CITY Forsyth	STATE MO	ZIP CODE 65653	CITY Forsyth	STATE MO	ZIP CODE 65653
BILLING CONTACT NAME (INVOICE ATTN TO): Melissa Trotter			INSTALLATION CONTACT NAME: Melissa Trotter		
PHONE: 417-546-7210			PHONE: 417-546-7210		
BILLING CONTACT EMAIL: melissa.trotter@taneycountymo.gov			INSTALLATION CONTACT EMAIL: melissa.trotter@taneycountymo.gov		
INVOICE DELIVERY METHOD: EMAIL					
BILL TO ACCOUNT NUMBER: 35854100	P.O. NUMBER (IF APPLICABLE):		SHIP TO ACCOUNT NUMBER: 35854100-009	TERRITORY: #N/A	SALES REP: SPECIALIST: Brandon Wamshar

1.4 Equipment Covered under Service and Maintenance ("Equipment") If box is checked, see attached Schedule A

MODEL / DESCRIPTION	ID#	SERIAL #	COMMENT	BEG. METER
Kyocera TA4054d				
DF-7140 4,000 Sheet Finisher (65 Sheet Staple)				
DF-7160 320 Sheet DSDP with Multi-Feed sensor				
MT-7308 7 Bin Mailbox for DF-7140				
Copier Cabinet Stand				
AK-7110 Attachment Kit for DF-7120 / DF-7140 / DF-71				

1.5 Commencement Date: The date that the Equipment is delivered and installed at the Ship-To location.

1.6 Service and Maintenance Payment Schedule:

1.6A Page Commitments (Covered Copies):		1.6B Click Billing (Overages):		1.6C Remote Access & Auto Toner Fulfillment:	
\$10.00	Service Payment per Month	0.0078	Per B&W Page	<input type="checkbox"/>	KFS Remote Access Agent (DCA)
0	B&W Pages (8.5 x 11)	0.0490	Per Color Page	<input type="checkbox"/>	Auto Toner Fulfillment
0	Color Pages (8.5 x 11)		N/A	<input type="checkbox"/>	Consumables
			N/A	<input type="checkbox"/>	Includes Consumables as described in Section 7 of the T&Cs.
				<input type="checkbox"/>	Paper & Staples Excluded
Monthly	Billing Frequency	Monthly	Billing Frequency		
Separate	Billing Preference				

Key Contact(s) Name: _____ Contact Email: _____ Contact Phone: _____

*Printer carts to be collected by DCA or to be sent to us in a timely manner by your Major Contact. Customer agrees an estimate may be used.

CUSTOMER SIGNATURE	Signature	Print Name	Date
<i>(Signature)</i>	<i>(Signature)</i>	RICK PLUMMER	6-19-2023

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6. LOCATION. Customer will keep and use the Equipment only at the Equipment Installation Location set forth in Section 1.3 unless Customer obtains Company's written permission in advance to move it.

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.

**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.