

**OFFICIAL
COMMISSION MINUTES
JULY 24th, 2023 – 5th DAY OF
THE JULY 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 Nick Plummer made a statement that there are two different board appointments coming up. The Library Board with two appointments and the Airport Board with one appointment due as well. Commissioner Wyatt stated that the applications are available on the County website, taneycounty.org, if anyone wants to fill one out.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #472479 through Check #472497 and Checks #472499 through Check #472535, Warrants #8196 and Warrant #8197 and five Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Check #472498 and Warrant #8195. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (abstain).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve Regular Session Minutes for July 3rd, 2023, July 6th, 2023. Presiding Commissioner Plummer seconded the motion.

Discussion ensued in regards to needing to amend the previously made motion.

Commissioner Wyatt amended her motion and moved to approve Regular Session Minutes for July 3rd, 2023. Presiding Commissioner Plummer seconded the motion.

Discussion continued in order to simplify the motion made.

Commissioner Williams moved to approve Regular Session Minutes for July 3rd, 2023, July 6th, 2023 and July 17th, 2023. Commissioner Wyatt seconded with discussion.

Commissioner Williams amended his motion to approve Regular Session Minutes for July 3rd, 2023, July 6th, 2023 and July 17th, 2023 as corrected. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for July 17th, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

PRESERVATION OF GOVERNMENTAL IMMUNITY #23-090HR

Commissioner Wyatt moved to approve the endorsement for Preservation of Governmental Immunity Missouri issued by Travelers to Taney County and authorize Presiding Commissioner Nick Plummer to sign the endorsement. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRESERVATION OF GOVERNMENTAL IMMUNITY – MISSOURI

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY THAT PROVIDE LIABILITY COVERAGE

PROVISIONS

- 1. The following is added to each Section that provides liability coverage:

This insurance applies to the tort liability of any insured only to the extent that such tort liability is not subject to any defense of sovereign or governmental immunity under Missouri law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

- 2. The following is added to the **CONDITIONS** Section:

Preservation Of Governmental Immunity

Your purchase of this policy is not a waiver, under Missouri Revised Statute Section 537.610 or Missouri Revised Statute Section 71.185 or any amendments to those sections, of any sovereign or governmental immunity that would be available to any insured had you not purchased this policy.

By: Nick Plummer
Nick Plummer, Presiding Commissioner

Date: 7-24-2023

ATTEST: Stephanie Spencer
Stephanie Spencer, County Clerk

Date: July 25, 2023

ADDENDUM TO DISPATCH AGREEMENT WITH CITY OF HOLLISTER #22-073S
Brad Daniels, Sheriff, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Addendum to the Intergovernmental Agreement for 911 Dispatch Services and Personnel by and between the Taney County and the City of Hollister. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 22-073S

**ADDENDUM TO
INTERGOVERNMENTAL AGREEMENT FOR 911 DISPATCH SERVICES AND
PERSONNEL**

THIS ADDENDUM ("Addendum") made this 24th day of July, 2023, by and between Taney County, Missouri ("County") and City of Hollister ("City").

WHEREAS, County and City entered into an Intergovernmental Agreement for 911 Dispatch Services and Personnel dated July 5, 2022 ("Agreement"), attached hereto as Exhibit A;

WHEREAS, County, and City desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. The parties agree to amend paragraph 4 of the Agreement to read as follows:

"4. Term: The Effective Date of this Agreement shall be July 7, 2023, and shall end on July 6, 2024. The Agreement shall automatically renew for additional one (1) year terms (each a "Renewal Term") unless either party notifies the other party in writing at least sixty (60) days prior to the termination of the Agreement at the end of any Term, provided that the County may submit proposed changes to the compensation amount pursuant to paragraph 3 due to increases labor costs prior to the beginning of a Renewal Term. In the event the County submits a proposed change to the compensation amount within sixty (60) days of the end of a Term, the City may terminate the Agreement prior to the effective date of the Renewal Term."

2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and City continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

[Remainder of Page Intentionally Blank]

ADDENDUM TO DISPATCH AGREEMENT WITH CITY OF FORSYTH #21-078S
Brad Daniels, Sheriff, was present.

Presiding Commissioner Plummer stated that this order of business has been cancelled at this time. The agreement followed over and was an automatic term renewal.

PWS INCREASED LAW ENFORCEMENT SERVICES AGREEMENT (BULL SHOALS) #23-056S

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

Commissioner Williams moved to approve the Performance Work Statement for Increased Law Enforcement Services Taney County and Bull Shoals Lake file #23-056S. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

PERFORMANCE WORK STATEMENT (PWS)

**Increased Law Enforcement Services, Taney County
Bull Shoals Lakes**

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

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

1.2. Scope: Taney County agrees to provide a specific level of increased law enforcement services for that part of Bull Shoals Lake lying within Taney County for the purpose of enforcement of state and local criminal and civil laws. Services include vehicular patrol by the contractor of the interior roads of River Run Park, Beaver Creek Park, Oakland Park, and other Federal properties operated and maintained by the Corps of Engineers (Corps) within Taney County. The contractor shall accomplish enforcement of state and local laws, monitoring of visitor use to increase public safety, and assisting Corps of Engineers Rangers with their visitor assistance duties if requested. The Contractor agrees to provide the following reimbursable law enforcement services. Perform daily patrols of the interior roads of the parks in accordance with this PWS during the contract period. When requested by the Corps of Engineers' representative, the Contractor agrees to dispatch an Officer(s), within his manpower capabilities, to unforeseen or emergency situations. This assistance will be considered non-reimbursable.

1.3 Period of Performance: Contractor shall provide described services on certain days of the week during the Period of Performance (POP) May 1 through Sep 30 of each option year. Additional information is in Appendix A. A detailed schedule will be provided at the beginning of each Period of Performance. The effective start date is May 1, 2023, or after the contractor has been notified by the Contracting Officer, Little Rock District, that the contract has been executed, whichever is later.

1.4 General Information

1.4.1 Quality Control: The Contractor will prepare a Daily Enforcement Action Summary in accordance with the attached format (Appendix B) or similar Park Manager approved form. The summary will be completed daily and submitted at the close of each month to the Corps of Engineers representative listed in paragraph 1.4.11 of this plan. A summary of the month's activities will also be submitted at this time. This summary will include a total for verbal warnings, written warnings, citations, and arrests.

AGREEMENT FOR 2023 CHEVROLET COLORADO 4X4 TRAIL BOSS CREW CAB (1 OR MORE) #23-098IT

Commissioner Williams moved to approve the Agreement for 2023 Chevrolet Colorado 4x4 Trail Boss Crew Cab, one or more, by and between Pinegar Chevrolet Buick GMC Inc. of Branson and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

23-098IT

AGREEMENT
for
2023 Chevrolet Colorado 4x4
Trail Boss Crew Cab
(1 or more)

THIS AGREEMENT dated the 24th day of July 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Pinegar Chevrolet Buick GMC, Inc. of Branson, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration 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 one (1) or more 2023 Chevrolet Colorado 4x4 Trail Boss Crew Cab ("Vehicles") shall include the Contractor's bid response to County's Request For Bid # 202306-534 and any applicable addenda ("Contract Documents"). All such documents shall constitute the "Contract Documents", which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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 Contractor agrees to sell and the County agrees to purchase at a base contract price of Thirty-Nine Thousand, Seven Hundred Twenty-Nine Dollars and No Cents each (\$39,729.00), plus the cost of any warranty selected, if any, as ordered by the County, not exceed the costs as set forth in the Contract Documents. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.

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

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

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

AGREEMENT FOR TAX STATEMENT MAILING SERVICES #23-097C

Commissioner Williams moved to approve the Agreement for Tax Statement Mailing Services by and between Taney County and Ozark Mailing Services, LLC of Springfield Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-097C

Agreement
for
Tax Statement Mailing Services

THIS AGREEMENT dated the 24th day of July 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Ozark Mailing Services, LLC. 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 Tax Statements Mailing Services for the Taney County Collector's Office, shall include the Contractor's bid response to County's Request For Bid # 202306-533 ("RFB") and any applicable addenda which are attached hereto and incorporated herein by reference ("Contract Documents"). 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. Services, and/or any/all required products, provided under the Contract Documents and this Agreement shall not exceed the final cost of: \$8,350.00 as quoted in attached bid response. If certain unusual circumstances occur specific to Services or product availability, the County may consider all options – including the next Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 36 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 four (4) additional one (1) year periods subject to the pricing clauses and delivery clauses as agreed to, and offered by the Contractor's bid response. 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. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

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

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

AGREEMENT FOR 2023 TOYOTA RAV4 HYBRID LE AWD SUV'S (1 OR MORE) #23-096AS

Commissioner Wyatt moved to approve the Agreement for the 2023 Toyota RAV4 LE AWD SUV, one or more, file #23-096AS. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

23-096AS

AGREEMENT
for
2023 Toyota RAV4 Hybrid LE AWD SUV's
(1 or more)

THIS AGREEMENT dated the 24th day of July 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and WW Magness Company dba Magness Toyota of Harrison, Arkansas (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual consideration 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 one (1) or more 2023 Toyota RAV4 Hybrid LE AWD SUV's ("Vehicles") shall include the Contractor's bid response to County's Request For Bid # 202305-531 and any applicable addenda ("Contract Documents"). All such documents shall constitute the "Contract Documents", which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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 Contractor agrees to sell and the County agrees to purchase at a base contract price of Thirty-Seven Thousand, One Hundred Eighty-Three Dollars and No Cents each (\$37,183.00), plus the cost of any warranty selected, if any, as ordered by the County, not exceed the costs as set forth in the Contract Documents. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.

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

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

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

AGREEMENT FOR LINE STRIPING MACHINE #23-093RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Line Striping Machine by and between SASCO Pavement Coating, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-093RB

Agreement
for
Line Striping Machine

THIS AGREEMENT ("Agreement") dated the 24th day of July 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and SASCO Pavement Coating, Inc., 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 to purchase one (1) paint striper ("Equipment") shall include Quote dated June 14, 2023, which is attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$5,279.00. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

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

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

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

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

AGREEMENT FOR DITCH BUCKET #23-092RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Ditch Bucket by and between John Fabick Tractor Company, St. Louis Missouri and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-092RB

Agreement
for
Ditch Bucket

THIS AGREEMENT ("Agreement") dated the 24th day of July 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, 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 to purchase one (1) WT-MHE ditch bucket ("Equipment") shall include Sales Agreement dated June 9, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032119-CAT, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$9,557.50. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

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

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

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

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

AGREEMENT FOR FORKS ATTACHMENT #23-091RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Forks Attachment by and between Taney County and John Fabick Tractor Company. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-091RB

Agreement
for
Forks Attachment

THIS AGREEMENT ("Agreement") dated the 24th day of July 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, 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 to purchase one (1) FORKSSL48 forks attachment ("Equipment") shall include Sales Agreement dated June 7, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032119-CAT, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$1,169.10. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

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

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

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

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

GRANT OF PERMANENT AND PERPETUAL EASEMENT FOR RIGHT-OF-WAY MAINTENANCE PURPOSES #23-088RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Permanent and Perpetual Easement for Right-of-Way Maintenance Purposes for the Southwest Advisory Services, LLC and Taney County and allow Presiding Commissioner Nick Plummer to sign the approval of conveyance on behalf of the Commission. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

GRANT OF PERMANENT AND PERPETUAL EASEMENT FOR RIGHT-OF-WAY MAINTENANCE PURPOSES

Southwest Advisory Services, LLC, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 27 day of July, 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 easement for right-of-way maintenance, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement for the purpose of right-of-way maintenance and trimming trees on and around the overlook area depicted on Exhibit "A", with an area of 980 square feet, more or less, together with the right of ingress to and egress from the easement area for the purposes of this easement and all uses incident thereto, 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 Exhibit "B" to this easement document, and incorporated herein by reference as though fully set out.

To have and to hold the premises aforesaid for the aforesaid use with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its representatives and assigns forever; the said GRANTORS hereby covenanting that GRANTORS are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTORS have good right to grant and convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTORS or those under whom GRANTORS claim and that Grantors will warrant and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

COUNTY TRUSTEE'S DEED

Presiding Commissioner Plummer referenced a letter from their attorney, Mr. Elliot, dated July 21, 2023 approving to the trustee's deed as to form that he has prepared.

Commissioner Williams moved to approve the Trustee's Deed pursuant to 140.260 RSMo. between the Commission of Taney County and the Granter being Sylvester M and Lisa Martincic. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

RECESS: 9:23 A.M.

RECONVENE: 9:40 A.M.

GRANTS ROUNDTABLE AND WORK SESSION

(Taney County Commission Conference Room)

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

Also present: Brad Daniels, Sheriff, Melissa Duckworth, Emergency Management Assistant, David Clark, Auditor, Chris Berndt, Emergency Management Directors/Fire Chief, Stephanie Spencer, County Clerk, Shanna Tilley, Administrative Assistant/ P-Card & Fuel Administrator, Marc Rys, IS Administrator, Joe Blackerby, Webmaster/System Security, and Mona Cope, Collector.

Discussion ensued in regards to cyber security.

ROUNDTABLE DISCUSSION WITH SHERIFF

(Taney County Commission Conference Room)

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

Also present: Brad Daniels, Sheriff, Chris Berndt, Emergency Management Directors/Fire Chief, Stephanie Spencer, County Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:18 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: 1:07 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: 1:22 P.M.

The minutes were taken by Stephanie Spencer, County Clerk and typed by Lesley Wallace, Deputy Clerk.