

**OFFICIAL  
COMMISSION MINUTES  
AUGUST 21<sup>st</sup>, 2023 – 10<sup>th</sup> 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 9:00 a.m.

**COMMISSION REMARKS**

Presiding Commissioner Plummer stated that the Commission has moved their August 28<sup>th</sup>, 2023 regular meeting to August 30<sup>th</sup>, 2023. August 28<sup>th</sup> is the Tax Sale at the Courthouse which will be held in the Commission Hearing Room, so the next regular scheduled Commission Meeting will be on August 30<sup>th</sup>.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #472856 through Check #472879 and Checks #472881 through Check #472936, Warrants #8215 through Warrant #8217 and three Journal Entries/Transfers.

Commissioner Williams amended his motion to approve Checks #472856 through Check #472879 and Checks #472882 through Check #472936, Warrants #8215 through Warrant #8217 and three Journal Entries/Transfers. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Checks #472880 and Check #472881. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (abstain).

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes for August 14<sup>th</sup>, 2023 and Executive Session Minutes for August 7<sup>th</sup>, 2023 and August 14<sup>th</sup>, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**CITY OF HOLLISTER REQUEST FOR AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT TERTIARY FILTRATION REHABILITATION AND SANITARY SEWER SYSTEM UPGRADE PROJECT**

Kelly Burgess, Director of Public Works, Rick Ziegenfuss, City Administrator, Brent Daniels, Waste Water Treatment Plant Supervisor, Brad Allbritton, Sewer District Administrator, and John Soutee, Environmental Services Project Coordinator, were present.

Commissioner Williams moved to approve the Amendment to the Inter-Governmental Funding Agreement by and between Taney County and the City of Hollister for Tertiary Filtration Rehabilitation Project. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
TANEY COUNTY, MISSOURI  
AND  
THE CITY OF HOLLISTER**

**TERTIARY FILTRATION REHABILITATION PROJECT  
(CONSTRUCTION PHASE)**

**THIS AGREEMENT** is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Hollister (hereinafter referred to as "City").

1. The County and City entered into an Inter-Governmental Funding Agreement on December 12, 2022, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of completing the construction phase services for the Tertiary Filtration Rehabilitation Project by December 31, 2024. The dollar amount approved for this project was \$4,803,632.40. A portion of this amount was to replace four of the eight rotor assemblies currently serving the wastewater treatment facility.
2. Due to recent concerns regarding the ongoing maintenance and the loss of another rotor unit, the City is requesting that the approved dollar amount of the original funding agreement be increased by \$568,542.00 to provide for the replacement of the remaining four rotor assemblies.
3. The County agrees to increase the total funding agreement amount to \$5,372,174.40.
4. All other aspects of the agreement(s) for this project remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

**County of Taney, Missouri**

By: Nick Plummer  
Nick Plummer, Presiding Commissioner

Date: 8-21-2023

**MOU – SRO PROGRAM (HOLLISTER SCHOOL DISTRICT) #23-110S**

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Memorandum of Understanding by and between Taney County, Taney County Sheriff’s Office and Hollister R-4 School District. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-110S

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)** entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), and HOLLISTER R-IV SCHOOL DISTRICT (“District”).

**WITNESSETH THAT:**

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

**WHEREAS**, the District desires to provide safe schools and a safe learning environment for its students and educators, including the presence of School Resource Officers (“SRO”) within the District’s facilities; and

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

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

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

1. The term of this MOU begins on August 1, 2023 and ends on July 31, 2024. The parties may agree to extend the term of this MOU in a written addendum signed by each party.
2. The County and TCSO shall provide, and the District shall receive, services of one (1) TCSO officer to serve as the SRO for the District.
3. The District agrees to reimburse the County for 75% of the gross salary and benefits package of the assigned SRO, which currently equates to an annual amount of Forty-Three Thousand, Six Hundred and Eighty-Five Dollars (\$42,685), and which may be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying the remaining 25% of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District’s receipt of an invoice for payment from the County.

**ADDENDUM TO MOU – SRO PROGRAM (TANEYVILLE SCHOOL DISTRICT) #23-107S**

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve the Addendum to Memorandum of Understanding by and between Taney County Missouri, Taney County Sheriff’s Office and Taneyville R-2 School District. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-107S

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING**

**THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“Addendum”)** is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), TANEYVILLE R-II SCHOOL DISTRICT (“District”)

**WITNESSETH THAT:**

**WHEREAS**, the parties previously entered into that certain Memorandum of Understanding (“MOU”) under which TCSO is to provide a SRO to District; and

**WHEREAS**, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

**WHEREAS**, the parties desire to extend the term of the MOU through the 2023-24 school year.

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

1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2023 through July 31, 2024. The parties may agree to additional extensions of the term of the MOU in a written addendum signed by each party.

2. Paragraph 3 of the MOU is modified as follows:

3. The District agrees to reimburse the County an annual amount of Forty-Three Thousand Six Hundred Eighty-Five Dollars (\$43,685), which is equal to 75% of the base salary and benefits package of a newly-hired officer, and which shall be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District’s receipt of an invoice for payment from the County.

3. All other terms and conditions of the MOU shall remain in full force and effect.

**[Remainder of this page intentionally left blank.]**

**AGREEMENT FOR DE-ICING MATERIALS #23-109RB**

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for De-Icing Materials by and between Taney County and Hutchison Salt Company, Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-109RB(a)

Agreement  
for  
De-Icing Materials

THIS AGREEMENT dated the 21<sup>st</sup> day of August 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Hutchinson Salt Company, Inc. (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 De-Icing Materials for various Taney County facilities ("Product") shall include the Contractor's bid response to County's Request For Bid #202306-532 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Product provided under this Agreement shall not exceed the price as quoted in the attached bid response of \$78.25 per ton and \$92.25 for snowslicer per ton, with a delivery time not to exceed 7-10 days. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for three (3) additional one (1) year periods by order of the County Commission subject to the pricing 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 full expiration.

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.

Commissioner Williams moved to the Agreement for De-Icing Materials by and between Taney County and Central Salt, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-109RB(b)

Agreement  
for  
De-Icing Materials

THIS AGREEMENT dated the 21<sup>st</sup> day of August 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Central Salt LLC. (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 De-Icing Materials for various Taney County facilities ("Product") shall include the Contractor's bid response to County's Request For Bid #202306-532 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Product provided under this Agreement shall not exceed the price as quoted in the attached bid response of \$91.95 per ton and \$116.95 for snowslicer per ton, with a delivery time not to exceed 5-7 business days. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for three (3) additional one (1) year periods by order of the County Commission subject to the pricing 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 full expiration.

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 GLASS BEADS #23-081RB**

Commissioner Williams moved to approve the Agreement for Glass Beads by and between Taney County and Swarco Reflex, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-081RB

Agreement  
for  
Glass Beads

THIS AGREEMENT dated the 21<sup>st</sup> day of August 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and SWARCO REFLEX, LLC of Columbia, TN (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 glass beads for paint ("Materials") shall include the quotation dated May 5, 2023, pursuant to the Request for Quote for the City of Columbia, Missouri, the bid response, and RFQ #156-2022, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product 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 Materials from the Contractor and the Contractor agrees to sell to the County the Materials described in this Agreement. If certain unusual circumstances occur specific to Materials 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 Quote 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.

**RECESS: 9:33 A.M.**

**RECONVENE: 9:40 A.M.**

**EXECUTIVE SESSION: 9:40 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)**  
*(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: 10:38 A.M.**

**DAILY STAFF REVIEW AND AGENDA REQUESTS**

*(Taney County Commission Conference Room)*

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

Also present: Tami Koran, Commission Assistant.

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

**ADJOURNMENT**

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

**ADJOURN: 10:43 A.M.**

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