

**OFFICIAL  
COMMISSION MINUTES  
SEPTEMBER 11<sup>th</sup>, 2023 – 16<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 9:01 a.m.

**COMMISSION REMARKS**

Commissioner Wyatt stated that today is September 11<sup>th</sup>, 2023. September 11<sup>th</sup>, 2001, I think most people can think back and remember where they were at when they first heard the first tower was hit and went down. A few moments later the second tower went down, then when the Pentagon got hit and when Flight 93 went down. I know I can remember where I was at and I have talked with other people and they said that is a time they can always remember.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Williams moved to approve Checks #473067 through Check #473081, Checks #473083 through Check #473118, Warrants #8223 through #8226 and no 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 Check #473082. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (abstain).

**APPROVAL OF PAYROLL**

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

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes and Executive Session Minutes for September 5<sup>th</sup>, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**AGREEMENT FOR WHEEL LOADER SOLID TIRES #23-121RB**

Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Agreement for Wheel Loader Solid Tires by and between Taney County and Pomp's Tire Services, Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-121RB

Agreement  
for  
Wheel Loader Solid Tires

THIS AGREEMENT dated the 11<sup>th</sup> day of September 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Pomp's Tire Service, 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 tires, including installation ("Product") shall include the Contractor's bid response to County's Request For Bid #202308-536 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 in the amount of \$22,242. 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 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 TACTICAL EQUIPMENT #23-120S**

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

Commissioner Williams moved to approve the Agreement for Tactical Equipment by and between Taney County and Princip Defense, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-120S

Agreement  
for  
Tactical Equipment

THIS AGREEMENT dated the 11<sup>th</sup> day of September 2023 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Princip Defense, 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 specified tactical equipment ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202307-535 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. Equipment purchased under this Agreement shall not exceed the price as quoted in the attached bid response in the amount of \$17,472. Product may 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 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.

**MONTHLY BUDGET UPDATE**

David Clark, County Auditor, presented the August 2023 Monthly update.

**UNIVERSITY OF MISSOURI EXTENSION UPDATE**

Shelby Yake, Community Health Specialist, updated the Commission on the Missouri Extension Programs.

**RECESS: 9:15 A.M.**

**RECONVENE: 9:25 A.M.**

**ROAD & BRIDGE ROUNDTABLE DISCUSSION**

*(Taney County Commission Conference Room)*

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

Also present: Devin Huff, Road & Bridge Administrator, Garen McElroy, Great River Engineering Transportation Team Leader, David Clark, County Auditor and Lesley Wallace, Deputy Clerk.

Discussion ensued.

**EXECUTIVE SESSION: 9:30 A.M.**

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

*(Taney County Commission Conference Room)*

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

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

**END OF EXECUTIVE SESSION: 10:14 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: 10:19 A.M.**

*The minutes were taken and typed by Lesley Wallace, Deputy Clerk.*