

**OFFICIAL
COMMISSION MINUTES
JANUARY 23rd, 2024 – 8th DAY OF
THE JANUARY 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 extended gratitude to the people of Taney County and Taney County employees. An emergency meeting was held January 21st 2024 around the 10 o'clock hour with the proposed delayed opening for the courthouse, we did follow through with that, and met again on January 22nd, 2024 around the noon hour for closing courthouse for the whole day. Will be addressing the January 22nd 2024 agenda, we will amend that for January 23rd, 2024

PRESENTATION OF 2023 SERVICE AWARDS

Reschedule to a later date.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #474543 through Check #474585, Warrants #8312 to Warrant #8316 and no Journal Entries/Transfers. Commissioner Wyatt 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 for January 16th, 2024 and Executive Session Minutes for January 16th, 2024 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF MISSOURI SHERIFF'S RETIREMENT CONTRIBUTION

Brad Daniels, Sheriff, and Dawn Bilyeu, A/P & Payroll, were present.

Tabled for a discussion with legal counsel.

AVIS LEASE AGREEMENT 2024 #24-006AIR

Mike Mulnik, Airport Administrator, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Avis Lease Agreement by and between Taney County and Bob's Rentals Incorporated d/b/a Avis. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-006AIR

LEASE AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of January, 2024, by and between the Taney County Commission on behalf of **Taney County, Missouri** (hereinafter referred to as "COUNTY" or "LESSOR") and Bob's Rentals, Inc. dba AVIS, a Missouri corporation (hereinafter referred to as "LESSEE").

WHEREAS, Taney County, Missouri, is the owner of the Taney County Airport/M. Graham Clark Field (hereinafter referred to as "Airport"), located at Point Lookout in Taney County, Missouri, and

WHEREAS, COUNTY has space available for the operation of automobile rental businesses in said terminal building at the Airport, and

WHEREAS, LESSEE is desirous of securing and entering into a concession agreement (hereinafter referred to as "Agreement") to provide adequate facilities and service to meet the demands of the public, patrons, and other persons at the Airport for services of the type and character herein required by COUNTY;

NOW, THEREFORE, the parties hereto, for and in consideration of the covenants and agreements hereinafter contained to be kept and performed and the consideration to be paid to COUNTY by LESSEE, do agree as follows:

I. LEASED PREMISES, TERM, RENTAL

That in consideration of the covenants and agreements herein contained on the part of the LESSEE to be observed and performed, the COUNTY does hereby lease and demise unto the LESSEE and the LESSEE does hereby take, lease and hire from the COUNTY the premises which consists of certain space at the M. Graham Clark Field-Taney County Airport, located at Point Lookout, Taney County, Missouri, said premises more particularly described as follows:

- (A) Terminal Building: Counter area as assigned by Airport Manager (the "Leased Premises").

To have and to hold unto the LESSEE, its successors and assigns, for the term of three (3) years commencing the 1st day of January, 2024, and ending on the 31th day of December, 2026. At the expiration of the term of this Agreement, the agreement may be extended or a new agreement entered into after negotiation, upon the approval, in writing, of both parties.

AGREEMENT FOR NEWSPAPER PUBLICATION SERVICES #24-003CM

Commissioner Williams moved to approve the Agreement for Newspaper Publication Services by and between Taney County and Tri-Lakes Newspapers incorporated d/b/a Branson Tri-Lakes News. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-003CM

Agreement
For
Newspaper Publication Services

THIS AGREEMENT dated the 23rd day of January 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Tri-Lakes Newspapers, Inc. dba Branson Tri-Lakes News (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. This term & supply shall consist of this Agreement for Newspaper Publication Services ("Service") shall include the Contractor's bid response to County's Request For Bid #202312-548 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. Term & Supply Service. The County agrees to a term & supply service from the Contractor and the Contractor agrees to supply the County the Service and all items relating to the bid specifications. Contractor shall act as Primary supplier and shall furnish Newspaper Publication Services for the County. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as list within the bid response.

3. Contract Price. Service provided under this Agreement shall not exceed the price as quoted in the attached bid response \$6.00 per column inch based on 9 pt. type with 10 pt. leading. If certain unusual circumstances occur regarding providing of service, the County may consider all other options, including the next lowest Bidder.

4. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year thereafter, subject to the provisions for termination specified below. This Agreement may be 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.

5. 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.

6. 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.

7. 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 DAY CAB PULL TRUCK (1 OR MORE) #24-002RB

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

Commissioner Wyatt moved to approve the Agreement between Ozarks Kenworth Inc. d/b/a MHC Kenworth and Taney County file #24-002RB. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-002RB

Agreement
For
Day Cab Pull Truck
(1 or more)

THIS AGREEMENT dated the 23rd day of January, 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Ozark Kenworth Inc. dba MHC Kenworth of Leawood, Kansas ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of a one (1) or more day cab pull trucks ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202312-547 and any applicable addenda. All such documents shall constitute the "Contract Documents, which are attached hereto as Exhibit A 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$192,807.00, excluding FET. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

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 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 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 specification or contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR TRANSFER + TIPPING TRAILERS (1 OR MORE) #24-001RB

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

Commissioner Williams moved to approve the Agreement for Transfer/Tipping Trailers by and between Taney County and East Manufacturing Corporation. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-001RB

Agreement
for
Transfer/Tipping Trailers
(1 or more)

THIS AGREEMENT dated the 23rd day of January 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and East Manufacturing Corp. of Randolph, Ohio (-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 1 or more transfer/tipping trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202312-546 and any applicable addenda. 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$75,400.00 per trailer. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

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 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 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 specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

CONTAINER PROPOSALS #23-165RB

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

Commissioner Williams moved to approve the Container Proposals for Hilda and Mt. Branson Mechanic Shop by and between Republic Services and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



PROPOSAL

1/5/2024

Kathy Roberts
 TANEY COUNTY MECHANIC SHOP
 20058 US HIGHWAY 160
 FORSYTH, MO65653
 Quote: A910429743

TANEY COUNTY:
 Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-627-1717. It's that easy.

Service Details
 SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - 6.0 yard Container	Base Rate:	\$115.00 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Estimated Monthly Amount *	
Small Container Base Rates	\$115.00
Total Estimated Amount	\$115.00

Dawn Jentsch
 Republic Services

djentsch@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.
 **FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



PROPOSAL

1/5/2024

Kathy Roberts
TANEY COUNTY HILDA MAINTENANCE
195 GILBERT LN
KISSEE MILLS, MO65680
Quote: A910429745

TANEY COUNTY:
Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-627-1717. It's that easy.

Service Details
SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size: 1 - 6.0 yard Container Base Rate: \$135.00 per month
Frequency: 1/week
Material Type: Solid Waste

Table with 2 columns: Description, Amount. Rows: Small Container Base Rates (\$135.00), Total Estimated Amount (\$135.00)

Dawn Jentzsch
Republic Services

djentzsch@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.
**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.



1/5/2024

Kathy Roberts
 TANEY COUNTY MAINTENANCE
 1377 E STATE HIGHWAY 76
 BRANSON, MO65616
 Quote: A910429747

TANEY COUNTY:

Below is our proposal of recommended services, customized for your business needs identified during our discussions. If you ever need additional services, or just need an extra pickup, please give us a call at 800-627-1717. It's that easy.

Service Details

SMALL CONTAINERS

Price Adjustment

Equipment Qty/Type/Size:	1 - 6.0 yard Container	Base Rate:	\$90.00 per month
Frequency:	1/week		
Material Type:	Solid Waste		

Estimated Monthly Amount *

Small Container Base Rates	\$90.00
Total Estimated Amount	\$90.00

Dawn Jentzsch
 Republic Services

djentzsch@republicservices.com
www.republicservices.com

* The Total Estimated Amount is merely an estimate of your typical monthly invoice amount without one-time start-up charges (e.g., delivery). It does not include any applicable taxes or local fees, which would be additional charges on your invoice.

**FRF, RPC, ERF and ADMIN: The Fuel Recovery Fee (FRF) and the Recycling Processing Charge (RPC) are variable charges that change monthly. For more information on the FRF, RPC, Environmental Recovery Fee (ERF) and Administrative Fee, please visit www.republicservices.com/customer-support/fee-disclosures. The proposed rates above are valid for 30 days. This proposal is not a contract or agreement or an offer to enter into a contract or agreement. The purpose of this proposal is to set forth the proposed framework of service offerings and rates and fees for those offerings. Any transaction based upon this proposal is subject to and conditioned upon the execution by both parties of Republic Services' Customer Service Agreement.

SIMMERING CENTER PRESENTATION

Reschedule to a later date.

COLLECTORS OFFICE RECORD RETENTION RSMO. 109.255

Mona Cope, Collector, was present.

Commissioner Williams moved to accept and enter into the record the Collectors Office Destroyed Files as of January 22nd, 2024 as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

COUNTY CLERK RECORDS DISPOSITION DESTROY LIST

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to accept and enter into the record the records disposition as presented by the Taney County Clerk on January 23rd, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

COURT ORDERS

Jennifer Hutchison, Deputy Clerk, was present.

Commissioner Williams moved to approve Abatement #300892 and #300893. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

FP PAID ABATEMENTS										
Exhibit:		Date:								
AbnNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied
300892	2023	PENDING	2024-01-11	1-79228-900	WHITE ROBERT	PICKUP WAS CHARGED AS A KING RANCH	18190	960	<input checked="" type="checkbox"/>	<input type="checkbox"/>
300893	2023	PENDING	2024-01-16	1-70600-900	SCHWYHART JIMMY JR & KENDRA	CAMPER WAS ASSESSED TOO HIGH	20158	-6769	<input checked="" type="checkbox"/>	<input type="checkbox"/>

OLLIS|AKERS|ARNEY PRESENTATION OF CLAIMS (MAY GO INTO EXECUTIVE SESSION PER SECTION 610.021.(1)(3)(12) (LEGAL, PERSONNEL & CONTRACTS)
Reschedule to a later date.

RECESS: 9:40 A.M.

EXECUTIVE SESSION: 9:50 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: 10:18 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

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

Also present: Tami Koran, Commission Assistant.

ADJOURNMENT

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

ADJOURN: 10:26 A.M.

The minutes were taken by Nick Plummer, Presiding Commissioner, and Stephanie Spencer, County Clerk, and typed by Dorothy Keys, Deputy Clerk.

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