

**OFFICIAL  
COMMISSION MINUTES  
MARCH 4<sup>TH</sup>, 2024 – 15<sup>TH</sup> 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 9:02 a.m.

**COMMISSION REMARKS**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #475001 through Check #475036, Warrant #8340, and one Journal Entry/Transfer. Commissioner Williams 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 February 26<sup>th</sup>, 2024. 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 February 26<sup>th</sup>, 2024. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (abstain).

**TRAFFIC SAFETY GRANT AUTHORIZATION FILE No.: 24-026S**

Brad Daniels, Sheriff, was present.

Commissioner Williams moved to approve The Traffic Safety Grant Authorization.

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



Highway Safety and Traffic Division  
P.O. Box 270  
Jefferson City, MO 65102  
1-800-800-2358 or 573-751-4161

**COUNTY AUTHORIZATION**

On March 4th, 2024 the County Commission of Taney  
County discussed participation in Missouri's Highway Safety Program.

It is agreed the County should participate in Missouri's Highway Safety Program.  
It is further agreed the County Sheriff will investigate the possibilities of attaining  
financial assistance from the Highway Safety Division.

When funding from the Highway Safety Division is no longer available, the local  
government entity agrees to make a dedicated attempt to continue support for  
this traffic safety effort.

  
County Commissioner

  
County Commissioner

  
Presiding Commissioner

**AGREEMENT FOR SLIP IN STRIPER FILE No. : 24-025RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Agreement for Slip in Striper File No.: 24-025RB between SASCO Paving Coating and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 24-025RB

Agreement  
for  
Slip In Striper

THIS AGREEMENT ("Agreement") dated the 4<sup>th</sup> day of March 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and SASCO PAVEMENT COATINGS, 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) slip in striper for pickup truck – Graco RoadPak ("Equipment") shall include Quote Sales Order #55 and the cooperative purchasing contract documents of MoDOT - SW Contract #60523SW0202, 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 \$52,518.00. 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.

**BASTION SERVICE LICENSE AGREEMENT FILE No. : 24-024REC**

Jodi Stahl, Recorder, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Bastion Service License Agreement along with schedule a, by and between Taney County and Fidlar. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Bastion Service License Agreement Ver. 1.9

**BASTION SOFTWARE LICENSE AGREEMENT**

(Ver. 1.9)

This Agreement is made effective as \_\_\_\_\_, 2024, by and between: Fidlar Technologies, with its principal place of business at 350 Research Parkway, Davenport, Iowa 52806 (herein "Fidlar"), and the Taney County Recorder of Deeds, with its principal place of business at 132 David St Forsyth, MO 65653 (herein "County").

**1. DEFINITIONS**

(a) Software – the computer program, procedures, rules and associated documentation concerned with the operation of a data processing computer system, in computer readable form, furnished by Fidlar to County, including related supporting materials such as instruction manuals, which provides for the electronic replication of each document recorded in County’s real estate records using another Fidlar software program, and the electronic delivery of such electronic copy to a location separate from County’s offices.

(b) Acceptance – The Software shall be deemed accepted by County at the conclusion of installation and testing of the Software and completion of the training period, provided the Software performs in accordance with its written documentation, unless County notifies Fidlar of a material problem with the Software within 30 days of completion of installation, testing, and training. FIDLAR will use its best efforts to correct such problems; otherwise, County will be conclusively presumed to have accepted the hardware and software upon completion of installation and testing.

**2. GRANT OF LICENSE**

Subject to the payment of the license fees to Fidlar as provided herein, Fidlar hereby grants to County, and County hereby accepts a personal, non-exclusive, non-transferable license to use, copy and install the Software during the term of this Agreement, subject to the limitations, terms and conditions of this Agreement and to use the documentation therefore during the term hereof in support of the use of the Software.

This License and the applicable Software may not be assigned, sub-licensed, or otherwise transferred without prior written consent from Fidlar, provided, however, that County may assign this License to a successor to its governmental operations. Any attempted assignment, sublicense, or transfer of this License by County or its permitted assignee to other than a successor to its governmental operations shall be void and shall immediately terminate this License.

**3. DELIVERY, INSTALLATION AND USE**

County shall use the Software in connection with its governmental operations. Fidlar will deliver the Software to County and install the Software at County’s location listed above,

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**RECESS: 9:14 A.M.**

**RECONVENE: 9:21 A.M.**

**ROUND TABLE PERSONNEL POLICY DISCUSSION**

*(Taney County Commission Conference Room)*

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

Also, present. David Clark, County Auditor, Dawn Muller, Benefits, Dawn Bilyeu, Payroll Administrator, Stephanie Spencer, County Clerk, and Dorothy Keys, Deputy Clerk.

Discussion ensued.

**RECESS: 9:27 A.M.**

**RECONVENE: 9:45 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, David Clark, County Auditor, Stephanie Spencer, County Clerk, and Dorothy Keys, Deputy Clerk

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: 9:54 A.M.**

*The minutes was taken and typed by Dorothy Keys, Deputy Clerk.*

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