

**OFFICIAL
COMMISSION MINUTES
APRIL 1st, 2024 – 1st DAY OF
THE APRIL 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

Tom Christian spoke in front of the commission.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:01 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #475311 through Check #475358, Warrants #8357 through #8360, and four Journal Entries/Transfers. 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 for March 25th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

FILL DIRT AGREEMENT – TODD & DONNA LOWRANCE

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Todd and Donna Lowrance and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Unlimited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with *Todd & Donna Lowrance* (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less needs approval of the County Highway Administrator only.

Devin Huff
Devin Huff County Highway Administrator

3-25-2024
Date:

**GRANT OF PERMANENT & PERPETUAL EASEMENT & RIGHT-OF-WAY
MATTHEW R & CHRISTINA SMITH**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Grant of Permanent and Perpetual Easement and Right-Of-Way for Public Road Purposes and Temporary Construction Easement for Construction of Public Road Improvements by and between Taney County and Matthew R. and Christina Smith. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**GRANT OF PERMANENT AND PERPETUAL EASEMENT
AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES
AND TEMPORARY CONSTRUCTION EASEMENT FOR
CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS**

Matthew R. Smith and Christina Smith, husband and wife, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 27 day of March, 2024 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 road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and repairing and improving the public road now known as Smith Rd (AA-40B), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to installation of a box culvert, 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 Attachment "A" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, *to-wit:*

AGREEMENT FOR TACTICAL EQUIPMENT #24-021S

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 Atlantic Diving Supply, Inc. dba ADS Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-021S

Agreement
for
Tactical Equipment

THIS AGREEMENT ("Agreement") dated the 1st day of April 2024, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Atlantic Diving Supply, Inc. dba ADS, Inc., Virginia Beach, Virginia (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 tactical equipment ("Equipment") shall include Quote #Q-430058 and the cooperative purchasing contract documents of Sourcewell Contract #011221-ADS, 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 \$34,919.58. 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.

ADDENDUM TO AGREEMENT FOR AUTOPSY & TOXICOLOGY SERVICES #24-037CR

Tony Mullen, Coroner, was present.

Commissioner Wyatt moved to approve the Addendum to Agreement for Autopsy and Toxicology Services File #24-037 by and between Southwest Missouri Forensics II, LLC., and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-037CR

ADDENDUM TO
AGREEMENT FOR AUTOPSY AND TOXICOLOGY SERVICES

THIS ADDENDUM entered into on the 1st day of April, 2024 ("Effective Date"), by and between Southwest Missouri Forensics II, LLC d/b/a Southwest Missouri Forensics ("Consultant") and Taney County, Missouri ("County").

WHEREAS, Consultant and County entered into an Agreement for Autopsy and Toxicology Services dated September 7, 2021 ("Agreement") as addended by the Notice of Renewal dated December 26, 2023 ("Notice");

WHEREAS, the parties 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 Section 3, Paragraph A.1. of the Agreement by deleting Section 3, Paragraph A.1. and insert and replace said paragraph as follows:

County shall pay Consultant for forensic autopsy services as follows:

See Exhibit A, attached hereto and incorporated herein by reference.

2. This Addendum is subject to the Agreement, as amended by the Notice and to each and every term, covenant, condition and agreement set forth herein. Consultant and County 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.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

BASTION SERVICE LICENSE AGREEMENT #24-024REC

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

Commissioner Williams moved to approve the Bastion Service License Agreement by and between Taney County and Fidlar Technologies. 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 April 2, 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,

2



AGREEMENT FOR EQUIPMENT TRAILER #24-036RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Agreement for Equipment Trailer by and between Pitts Enterprises Inc., and/or Monday Trailers & Equipment and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Agreement
for
Equipment Trailer

THIS AGREEMENT ("Agreement") dated the 1st day of April 2024, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Pitts Enterprises, Inc., Pittsview, Alabama and/or Monday Trailers & Equipment, Strafford, 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 an LB35-22DC hydraulic detachable equipment trailer ("Equipment") shall include Quote #9393 and cooperative purchasing contract documents consisting of Sourcewell Contract #092922-PTT, 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 \$53,663.05. 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 CORRUGATED STEEL CULVERTS 2024 #24-038RB

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Agreement with Viebrock Sales & Service, LLC, and Taney County for Corrugated Steel Culverts File #24-038RB. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-038RB

Agreement
For
Corrugated Steel Culverts

THIS AGREEMENT dated the 1st day of April 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Viebrock Sales & Service, LLC. of Sedalia, 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 Corrugated Steel Culverts ("Product") shall include the Contractor's bid response to County's Request For Bid # 202403-549 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 prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder. The County agrees to this term & supply purchase allowing Contractor to act as the sole provider for Corrugated Steel Culverts for the County on an "as needed" basis with scheduling being completed via mutual agreement with the Taney County Highway Department.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing, not to exceed a 5% increase per term, and delivery clauses as agreed to, as offered by the contractor's winning 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 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.

MO-8 MEMORANDUM OF UNDERSTANDING FOR JOINT APPLICANTS #24-035CM
 Tammy Hagler, 911 Administrator, and Keith Kinnard, Stone County Emergency Services Director, were present.

Commissioner Williams moved to approve the Memorandum of Understanding for Joint Applicants File #24-035CM giving Presiding Commissioner Plummer authority to sign his signature. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

MO-8 MEMORANDUM OF UNDERSTANDING FOR JOINT APPLICANTS

WHEREAS, Stone Emergency Services E-911 is consolidated Primary Public Answering Point for all incorporated and unincorporated areas of Stone County and serves 32,136 citizens along with hundreds of thousands more visitors each year. Stone County Emergency Services will be the **First Applicant** for the MO-8 Group consisting of 7 primary and one secondary PSAPS in Southwest Missouri.

WHEREAS, **Christian County Emergency Services** E-911 will be considered the **Second Applicant** is a consolidated Primary Public Safety Answering Point serving all of Christian County, Missouri with a population of 93,114.

WHEREAS, **Taney County 911** will be **Third Applicant** and is Primary Public Safety Answering Point for the cities of Forsyth, Hollister, Merriam Woods, Taneyville, Bradleyville, Kirbyville and all other unincorporated areas of Taney County, Missouri with a population of 43,874.

WHEREAS, **Branson Police Department** will be **Fourth Applicant**, and is the Public Primary Answering Point for the City of Branson in Taney County, Missouri with a population of 12,947.

WHEREAS, **Taney County Ambulance District** will be the **Fifth Applicant** and is a Secondary Answering Point for EMS services only. TCAD provides EMS to all of Taney County, Missouri residents with a population of 43,874 citizens.

WHEREAS, **Dade County Emergency Services** will be considered the **Sixth Applicant** and is a consolidated and the Public Primary Answering Point for all of Dade County, Missouri with a Population of 7,660.

WHEREAS, **Dallas County 911** will be considered the **Seventh Applicant** and is a consolidated Public Primary Answering Point for all of Dallas County, Missouri with a population of 17,626.

WHEREAS, **Barry County Emergency Services** will be considered the **Eighth Applicant** and is a consolidated Public Primary Answering Point for all of Barry County, Missouri with a population of 34,926.

WHEREAS, Stone County Emergency Services, Christian County Emergency Services, Taney County 911, Branson Police Department, Taney County Ambulance District, Dade County Emergency Services, Dallas County Emergency Services, and Barry County Emergency Services (collectively, the "Parties") desire to collaborate on a 911 communications service project that will improve 911 services in all of their jurisdictions and promote the health, welfare, and safety of their constituents;

COURT ORDERS

Stephanie Spencer, County Clerk, was present.

Commissioner Williams moved to approve Exhibit "A" dated April 1, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Exhibit "A"

PP PAID ABATEMENTS											
Exhibit: <u>A</u>		Date: <u>4/1/2024</u>									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300915	2023	PENDING	2024-03-22	1-42666-900	HULLAND ROGER G & DARLA	PAID IN GREENE COUNTY	14290	-2250	<input checked="" type="checkbox"/>		

RECESS: 9:48 A.M.

RECONVENE: 10:12 A.M.

ROUND TABLE ROAD AND BRIDGE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, David Clark, County Auditor, Garen McElroy, Great River Engineering, Jack Cole, Assistant Road & Bridge Administrator, and Jerany Jackson, Great River Engineering, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:50 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: 10:58 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: 11:00 A.M.

The minutes was taken by Nick Plummer, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.