

**OFFICIAL
COMMISSION MINUTES
APRIL 29th, 2024 – 6th 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

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 Plummer stated that they need to make an Airport Board appointment. They will be accepting application for the rest of this week, planning on May 6th for the meeting once applicants are reviewed.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #475714 through Check #475786, no Warrants and six 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 Wyatt moved to approve Regular Session Minutes for April 22nd, and April 24th, 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 April 22nd, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL SERVICE AND MAINTENANCE AGREEMENT – FILE #24-055CC
 Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Service and Maintenance Agreement by and between SumnerOne and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



No. 24-055CC

SERVICE AND MAINTENANCE AGREEMENT

THIS SERVICE AND MAINTENANCE AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date"), by and between the "Company" (below in 1.1) and the "Customer" (below in 1.2). Company and Customer may sometimes individually be referred to as a "Party" and collectively as the "Parties".

1. BASIC PROVISIONS. For purposes of this Agreement, the following terms and definitions shall be applicable:

1.1 Company: SumnerOne, Inc.		1.2 Customer (Bill To):		1.3 Customer's Installation Location ("Ship To"):	
CUSTOMER NAME Taney County		CUSTOMER NAME Taney County Circuit Clerk		CUSTOMER NAME Taney County Circuit Clerk	
ADDRESS 16317 US Hwy 160Suite C		ADDRESS 266 Main St		ADDRESS 266 Main St	
CITY Forsyth	STATE MO	ZIP CODE 65653	CITY Forsyth	STATE MO	ZIP CODE 65653
BILLING CONTACT NAME (INVOICE ATTN TO): PHONE: (417) 546-7210		IT / INSTALLATION CONTACT NAME: Melissa Trotter		PHONE: (417) 546-7230	
BILLING CONTACT EMAIL:		IT / INSTALLATION CONTACT EMAIL: melissa.trotter@taneycountymo.gov		IT / INSTALLATION CONTACT EMAIL: melissa.trotter@taneycountymo.gov	
BILL TO ACCOUNT NUMBER: 35854100	P.O. NUMBER (IF APPLICABLE):	SHIP TO ACCOUNT NUMBER: 35854100-003	TERRITORY: 35SA10	SALES REP: randon Wainsher	SPECIALIST:

1.4 Equipment Covered under Service and Maintenance ("Equipment")				If box is checked, see attached Schedule A	
MODEL / DESCRIPTION	ID#	SERIAL #	COMMENT	BEG. METER	
Kyocera TA4004i					
Copier Cabinet Stand					
DP-7160 320 Sheet DSDP with Multi-Feed sensor					

1.5 Commencement Date: The date that the Equipment is delivered and installed at the Ship-To location.

1.6 Service and Maintenance Payment Schedule:

1.6A Page Commitments (Covered Copies): <table border="1"> <tr> <td>\$0.00</td> <td>Service Payment per Month</td> </tr> <tr> <td>0</td> <td>B&W Pages (8.5 x 11)</td> </tr> <tr> <td>0</td> <td>Color Pages (8.5 x 11)</td> </tr> </table>		\$0.00	Service Payment per Month	0	B&W Pages (8.5 x 11)	0	Color Pages (8.5 x 11)	1.6B Click Billing (Overages): <table border="1"> <tr> <td>0.0082</td> <td>Per B&W Page</td> </tr> <tr> <td>N/A</td> <td>Per Color Page</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> <tr> <td>N/A</td> <td>N/A</td> </tr> </table>		0.0082	Per B&W Page	N/A	Per Color Page	N/A	N/A	N/A	N/A	1.6C Remote Access & Auto Toner Fulfillment: <table border="1"> <tr> <td>YES</td> <td>Remote Access Agent (DCA)</td> </tr> <tr> <td>YES</td> <td>Auto Toner Fulfillment</td> </tr> </table>		YES	Remote Access Agent (DCA)	YES	Auto Toner Fulfillment
\$0.00	Service Payment per Month																						
0	B&W Pages (8.5 x 11)																						
0	Color Pages (8.5 x 11)																						
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N/A	Per Color Page																						
N/A	N/A																						
N/A	N/A																						
YES	Remote Access Agent (DCA)																						
YES	Auto Toner Fulfillment																						
1.6D Consumables: Includes Consumables as described in Section 7 of the T&Cs. Paper & Staples Excluded		Add to Existing Tandem #: 353367-01		Key or Meter Contact: _____ Print/Releaf Contact: _____ Contact Email: _____ Contact Phone: _____																			

CUSTOMER SIGNATURE		
By executing below, you agree to be bound by this Agreement inclusive of all Terms and Conditions which are set forth below and on the next page, as well as any identified Exhibits, Schedules and Addenda, all of which are incorporated herein by reference.	Signature	Print Name
	<i>[Signature]</i>	Ryan Plummer
		Date: 4/29/24

TERMS AND CONDITIONS (these continue on page 2)

2. SERVICE AND MAINTENANCE. Customer agrees to the Payment Schedule shown in Section 1.6, consisting of the Page Commitments (the base number of pages either included in your separate Lease / Equipment Agreement or billed separately and measured by calendar month only), the applicable Click/Overage Billing (the variable per-page charge for service and maintenance associated with pages in excess of the Page Commitments) Provided Customer is not in Default (defined in Section 5), the following "Service and Maintenance" will be provided by Company:

Company will be responsible for keeping the Equipment in good working order; routine, remedial and preventative maintenance services, including inspection, adjustment, parts replacement, drums and clearing materials required for the proper operation of the Equipment, as well as Consumables as specified below in Section 7. Customer agrees to provide Company free and clear access to the Equipment. Service and Maintenance calls will be performed at no extra charge during Company's normal business hours. Overtime and holiday charges at Company's hourly rates will be assessed for all service calls outside Company's normal business hours. Company shall not be responsible for Service and Maintenance arising out of the following: (i) Customer's failure to provide a suitable installation environment including all electrical power requirements, surge protection, space, ventilation, humidity or other requirements specified in the Operating Manual; (ii) Customer's failure to use parts or supplies obtained solely from Company or approved by Company in writing as suitable for use in the Equipment; (iii) neglect; (iv) fire; (v) act of God; (vi) vandalism; (vii) misuse; (viii) alteration including but not limited to adding or removing accessories; (ix) any modification or maintenance not performed by our Company's representatives or assigns; and/or (x) use of the Equipment for other than the purposes and to the capacity for which it was designed (collectively, "Customer Misuse"). Company reserves the right to charge Customer for Service and Maintenance on a time and materials basis, at the Company's then-applicable rates, to remediate Customer Misuse or for any other services not expressly included in this Agreement. Any additional Service and Maintenance not included herein shall be described in a separate Service Schedule, Scope of Work (SOW), or detailed Service Level Agreement (SLA) and agreed to in writing between Customer and Company.

REPLACEMENT GUARANTEE. If Customer is not totally satisfied with any Equipment delivered under this Agreement, Company will, at Customer's request, replace it without charge with identical Equipment or, at Company's option, with equipment with comparable features and capabilities ("Replacement Guarantee"). The Replacement Guarantee applies during the Initial Term (defined below) for new, non-Production Equipment, and ONLY when Equipment has been purchased and/or leased through Company AND continuously maintained by Company under a Service & Maintenance Agreement and has been operated at all times in accordance with manufacturer's specifications.

3. INITIAL NETWORK-RELATED SERVICES, INITIAL TRAINING. Company shall provide setup and installation support for Equipment leased, rented or purchased from Company, including connection to Customer's network, identification and installation of print drivers, scanning destination configuration (e.g. scan to email, scan to folder), fax, IP addressing, and local configuration of up to ten (10) individual workstations ("Network Support"). For Network Support issues that arise more than ninety (90) days after installation, Company shall provide troubleshooting to determine whether the issue is being caused by an Equipment malfunction and shall resolve such Equipment-related issues only as part of Service and Maintenance. Additional Network Support shall be provided on a per-occurrence, time and materials basis chargeable at Company's then-applicable rates, or shall be described in a written SOW and agreed to in advance by Company and Customer. TRAINING. Following installation, Company will provide initial training to Customer's authorized personnel sufficient to enable the proficient and productive use of the Equipment.

4. SOFTWARE. Company sells and supports a wide range of Software products, including software provided with manufacturer-brand Equipment ("Base Software"), print management-related Software, and other software applications sold by Company (both "Applications Software"). Company will support Base Software functionality as part of this Agreement. Support for Applications Software may be subject to your payment of separate licensing, annual maintenance and/or support fees and all such service and maintenance shall be described in a separate Applications Software Service Agreement, Schedule, or SOW, available from your account representative. Any issues associated with software/applications not sold to you by Company, including its integrations with printing, scanning, print to PDF, or other print or print driver-related functions, is not covered by this Agreement and shall be subject to per-occurrence charges on a time and materials basis at Company's then-applicable rates.

5. TERM AND PAYMENT. The Term of this Agreement ("Term") shall begin on the Commencement Date and shall (a) be the same Term (Initial Term, Renewal Term) as specified in Customer's Lease Agreement for the Covered Equipment, or (b) be twelve (12) months and shall auto-renew annually for as long as Customer is using the Equipment. If any invoice is not paid when due, Customer shall pay Company a late charge equal to five cents per one dollar of the amount delinquent, but in no event at a rate greater than allowed by applicable law. Such charge is in addition to and not in lieu of other rights and remedies Company may have. Company reserves the right to assess a surcharge upon all credit card transactions in states where not otherwise prohibited. DEFAULT. Customer shall be in default of this Agreement under each of the following circumstances (each an "Event of Default"): (i) Customer's failure to timely pay any invoice when due; (ii) Customer's failure to perform and comply with any of the other terms, covenants or conditions of this Agreement within ten (10) days after Company shall have given Customer written notice of default with respect thereto; (iii) Customer becomes insolvent; (iv) Customer makes an assignment for the benefit of creditors or files for bankruptcy protection; (v) Customer has a receiver, trustee, conservator or liquidator appointed with or without Customer's consent and/or (vi) Customer defaults under any other agreement between the Parties.

ASSESSMENT MAINTENANCE PLAN AGREEMENT 2024-2025 – FILE #24-012AS
 Susan Chapman, County Assessor, and David Clark, County Auditor, were present.

Commissioner Williams moved to enter into the record the Preliminary Budget Summary as presented by Auditor Clark and label it Exhibit “A”. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Revised: 5/01/2024

Preliminary Budget Summary			
Report amounts to nearest \$1.00 increment			
Expenditure Summary	Approved 2023	Requested 2024	Projected 2025
Salaries	\$675,162	\$710,085	To be submitted upon being approved by county or no later than February 28, 2025
Office Expenses and Non-Computer Related Equipment	\$12,930	\$14,095	
Mileage Expense Only	\$8,000	\$8,000	
Education and Training	\$7,700	\$8,200	
Hardware/Software Computer	\$7,600	\$10,500	
Leased Equipment	\$3,000	\$3,000	
Contracts and Other Expenses	\$96,595	\$249,470	
Total	\$810,987	\$1,003,350	
Sources of Revenue Available:	Approved 2023	Requested 2024	
County General Revenue	\$0	\$75,000	
Tax Collection Withholding	\$630,000	\$630,000	
State Reimbursement	\$163,000	\$163,000	
Other	\$2,000	\$2,000	
Prior Year Net Cash Available December 31	\$273,064	\$280,000	
Total	\$1,068,064	\$1,150,000	
Current Parcel Count	48,662	49,190	
Cost Per Parcel	\$16.67	\$20.40	

Commissioner Williams moved to approve the Assessment Maintenance Plan Agreement at the request of the Assessor and as presented by the Assessor including the agreed upon changes as presented by Exhibit “A”. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

2024-2025 Assessment Maintenance Plan Agreement and Approval

The parties to this plan, the County Assessor, the County Commission, and the State Tax Commission, agree to its specific terms as well as these general obligations:

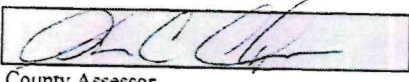
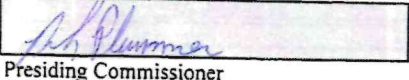
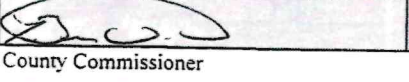
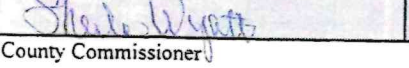
The Assessor will assess all taxable property in the county uniformly and at the statutorily required percentage of market value for the respective property. The actions of the assessor and staff will comply with the requirements found in Article X, Section 3 of the state constitution, Chapters 53, 137, 138 and any other pertinent chapter of the Revised Statutes of Missouri.

The County will provide office facilities and the budgetary support, as set out in this agreement, to allow the Assessor and staff to carry out the terms of this agreement and the duties of the Assessor's Office.

The State Tax Commission will provide technical assistance, including regular visits by the field representative, educational training, guidelines and other resources to aid the assessor in the execution of this plan. Further, in consideration for the Assessor supplying assessment services in compliance with the terms and obligations of this plan, the state will provide cost-share reimbursement funds to the extent specified in 137.750, RSMo.

It is hereby affirmed by the County, that an Assessment Fund has been established, and that the general revenue funds required of this plan will be deposited into the Assessment Fund.

The undersigned approve and submit this plan.

Taney County, Missouri	State Tax Commission of Missouri		
	12/23/2023		
County Assessor	Date	STC Chairman	Date
	4-29-2024		
Presiding Commissioner	Date	STC Commissioner	Date
	4/29/2024		
County Commissioner	Date	STC Commissioner	Date
	4/29/2024		
County Commissioner	Date		

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RECESS: 9:51 A.M.

RECONVENE: 10:04 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, 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: 10:08 A.M.

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