

**OFFICIAL
COMMISSION MINUTES
JUNE 10th, 2024 – 14th 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 9:00 a.m.

COMMISSION REMARKS

Presiding Commissioner Plummer announced that the SB40 Developmental Connection Board is now accepting applications, and if you are interested apply on line. Also, the Commission is still accepting application for the library board.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #476217 through Check #476307, Warrants #8399 through #8401 and no 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 and Executive Session Minutes for June 3rd, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

REFRESH CONTRACT EXTENSION #24-072S

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

Commissioner Williams moved to approve the Refresh Contract Extension by and between Motorola Solutions and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

EQUIPMENT SERVICE AGREEMENT #24-068S

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

Commissioner Wyatt moved to approve the Equipment Service Agreement between Missouri Documents Solutions MDS. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

MISSOURI DOCUMENT SOLUTIONS

This is NOT A BILL! Please sign and return original to our Ozark office. Thank you!

Equipment Service Agreement

For the annual charge indicated below, MISSOURI DOCUMENT SOLUTIONS agrees to service for one year, from the starting date, the equipment listed. This agreement will renew automatically unless terminated in writing by thirty days notice by either party.

<u>Equipment</u>	<u>Serial Number</u>	<u>Start Date</u>	<u>Annual Charge</u>
ST VIEW SCAN 4 MF SCANNER	220713002438	7-20-24	\$695.00

Total Annual Charge: \$695.00
Renewal Date: 7-19-25

Terms and Conditions:

Service calls will be performed during normal working hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, unless otherwise agreed in writing, with a guaranteed 4 hour response from the time the call is placed. Service required at other times will be billed at normal overtime rate.

This agreement covers travel, labor and parts except those listed below. It will not cover if service is required due to damage caused by electrical failure, fire, water, abuse, accident, negligence, misuse, equipment alterations or tampering by unauthorized personnel. All parts are furnished on an exchange basis.

Damage caused by use of unauthorized supplies, i.e. refilled cartridges, will not be covered, and at our discretion may result in the cancellation of the agreement.

A minimum of two (2) preventative maintenance visits will be performed to keep equipment in good operating condition.

All consumable parts and supplies, glass items, bulbs, toner cartridges, die drums Pick up Roller kits and all paper trays are excluded.

Accepted for Missouri Document Solutions: Brian Sexton, Service Manager

Signature: *Nick Plummer* Title: *Presiding Commissioner*

Signature: *Brian Sexton* Title: *President*

Company Name: TANAY COUNTY SHERIFFS OFFICE
Address: PO BOX 1005
City/State/Zip: FORSYTH MO 65653
Phone: 1-417-546-7273

CHANGE ORDER #2 #24-073RB

Commissioner Williams moved to approve the Change Order #2 by and between Great River Engineering and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-073RB

CHANGE ORDER NO.: 2

Owner:	Taney County Commission	Owner's Project No.:	4195.27
Design Professional:	Great River Engineering	Design Professional's Project No.:	4195.27
Contractor:	Hunter Chase & Associates	Contractor's Project No.:	4195.27
Project:	Historic Highway 165 Scenic Overlook Improvements		
Contract Name:	Historic Highway 165 Scenic Overlook Improvements		
Date Issued:	May 31, 2024	Effective Date of Change Order:	May 31, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

Item 16 – 4" Thick Integrally Colored Concrete Pavement square footage was increased at the request of the Owner by 125 SF at \$60/SF for a total of \$7,500.

Attachments:

None

Presiding Commissioner *MP*; Eastern Commissioner *SW*; Western Commissioner *WJ*

**MUTUAL COOPERATION INTERGOVERNMENTAL AGREEMENT BETWEEN
TANEY COUNTY & MARK TWAIN SCHOOL DISTRICT #24-069RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Intergovernmental Agreement by and between Mark Twain School District R8 and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-069RB

COOPERATIVE AGREEMENT

This Cooperative Agreement ("**Agreement**"), made and entered into this 10th day of June, 2024 ("**Effective Date**"), by and between Taney County, Missouri ("**Taney County**") and Mark Twain School District R-VIII ("**District**").

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with other political subdivisions, private persons, firms, associations, or corporations for a common service;

WHEREAS, Taney County requires an area to stockpile roadway materials ("**Materials**");

WHEREAS, District has a location suitable for stockpiling the Materials and is willing to allow Taney County to stockpile the Materials in exchange for performing repairs to District's parking lot; and

WHEREAS, Taney County agrees to make such repairs to District's parking lot in exchange for the right to stockpile the Materials.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Material Storage. Taney County may, from time to time and as the need arises and without payment to District, stockpile Materials at District's location at 37707 U.S. Highway 160, Reuter, MO 65744 and in a mutually-agreed location..

2. Parking Lot Repairs. Taney County agrees to make mutually agreed-to repairs to District's parking lot but shall not be required to make improvements to the parking lot, including without limitation the installation of curbs, striping, or changes to surface materials, except as specifically agreed to by the parties.

3. Term; Termination. This Agreement shall commence on the Effective Date and continue until terminated upon thirty (30) days' written notice of either party.

4. Liability. District agrees that it shall be responsible for any and all claims, losses, and liabilities, of any nature whatsoever, to persons or property arising from the negligent or wrongful acts or omissions of School, its employees, agents, and representatives, without waiving its sovereign, governmental, or official immunities. Taney County agrees that it shall be responsible for any and all claims, losses, and liabilities, of any nature whatsoever, to persons or property arising from the negligent or wrongful acts or omissions of Taney County, its employees, agents, and representatives, without waiving its sovereign, governmental, or official immunities. Furthermore, Taney County shall be responsible for injury or death to individuals and for damage to real and personal property or materials arising directly from the repair work to the parking lot.

5. Modification; Amendment. This Agreement may be modified or amended by a writing, signed, dated and approved by the parties.

6. Compliance with Laws. The parties agree to comply with all local, state, and federal laws in performing the respective obligations under this Agreement.

INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY & CITY OF HOLLISTER RELATING TO ROAD MAINTENANCE #24-067RB

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

Commissioner Williams moved to approve the Intergovernmental Agreement for Road Maintenance with the City of Hollister by and between the City of Hollister Missouri and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-067RB

INTERGOVERNMENTAL AGREEMENT BETWEEN TANEY COUNTY, MISSOURI AND CITY OF HOLLISTER, MISSOURI

This Agreement made and entered into this 10th day of June, 2022 (“Effective Date”) by and between the County of Taney, Missouri (“County”) and the City of Hollister, Missouri (“City”).

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, County and City are political subdivisions of the State of Missouri, and are authorized to enter into a joint agreement for common services of good to the public; and

WHEREAS, County and City desires to provide road maintenance as a common service to the public of County and City; and

WHEREAS, City maintains a portion of a public road, known as Historic Highway 165, as described in Exhibit A, as a public service; and

WHEREAS, County maintains public roads, known as Shockley Road and Michael Avenue, as described in Exhibit B, as a public service; and

WHEREAS, County and City must travel through the other in order to access the respective roads at issue; and

WHEREAS, the public of County and City would benefit if County would maintain a portion of the road within City described above and City would maintain the roads in County described above, because the cost of maintaining the roads would thereby be reduced for County and City.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Incorporation. The whereas clauses set forth above are incorporated as findings of the County and City as though fully set forth herein by reference.
2. Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date of this Agreement. This Agreement shall automatically renew upon expiration of the initial term for three (3) additional one (1) year periods. This Agreement may be terminated by either party, without cause, by giving thirty (30) days’ written notice to the other party.
3. Maintenance by County. County agrees to maintain that portion of Historic Highway 165 located within City, as depicted in Exhibit A, which is incorporated herein by reference, as needed and using the same standard as other county roads.

FIT FOR DUTY POLICY #24-065HR

Dawn Muller, Benefits Coordinator, and Devin Huff, Road and Bridge Administrator, were present.

Commissioner Williams moved to accept and move into Personnel Policy the Fit for Duty Policy Section 27-12 and Section 27-14 as presented and corrected. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL FILL DIRT AGREEMENT – JOHN & SERENA MAY

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and John May and Serena May, husband and wife, contingent upon additional signatures added. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with John May (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 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

6-6-24
Date:

APPROVAL FILL DIRT AGREEMENT – EMMETT BIGGS

Devin Huff, Road & Bridge Administrator, was present.

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

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Emmett Biggs (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

10/10/24
Date:

**BUDGET STABILIZATION FUND GRANT APPLICANT PROJECT AGREEMENT
#24-070CM**

Tammy Hagler, 911 Administrator, was present. Presiding Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Budget Stabilization Fund Grant Applicant Project Agreement File #24-070CM and authorize Tammy Hagler to execute and sign on the behalf of Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

DocuSign Envelope ID: 01910B4B-C113-4139-8A63-8DB2821D3E90

ALAN WELLS
Chair

BRIAN MAYDWELL
Executive Director



Mailing Address: P.O. Box 2126
Jefferson City, MO 65102
Telephone: 573-200-6018

BUDGET STABILIZATION FUND GRANT APPLICANT PROJECT AGREEMENT

This Agreement ("Agreement") is entered into by and between the Missouri 911 Service Board ("Board" or "Recipient") and Stone County Emergency Services ("Applicant") under to the Agreement Between the Missouri 911 Service Board and the Missouri Department of Public Safety Fiscal Year 2024 ("MOU"), which MOU is attached and labeled Exhibit 1 hereto. The grant funds provided under this Agreement were appropriated by the Missouri General Assembly to the Missouri Department of Public Safety ("DPS") in House Bill No. 20, Section 20.115, Fiscal Year 2024, ("Legislation") from the Budget Stabilization Fund for the statewide implementation of Next Generation 911 ("NG911") and enhancements, provided that local matching funds must be provided on a 90/10 state/local basis ("Appropriation").

This Agreement designates a Project Director for each Applicant in the Application. If there were multiple Applicants in the Application submitted to the Board, this Agreement also designates a Lead Project Director from among the Applicants that shall have primary responsibility for compliance with the Agreement and serves as the Primary Contact for all such Applicants. All Applicants in the Application are responsible for compliance with this Agreement, including the incorporated MOU, and all applicable local, state and federal laws.

This Project Agreement is effective only after it is fully executed, the Board has a copy(ies) of the written certification(s) of the governing body of each Applicant in the Application approving the Agreement, and the Board confirms in writing that the Lead Project Director, Project Directors and any other individuals deemed necessary by the Board have completed any training required by the Board and that all required match funds are available.

PROJECT AGREEMENT CHECKLIST

- Project Service Area**
 - Describe: Consolidated PSAPs from six counties in Southwest Missouri, consisting of Stone, Taney, Dade, Dallas, Christian, and Barry Counties. According to 2021 Census, approximate population of 239,086 persons, and over 10 million visitors yearly.
- Award Priority Areas Addressed by the Project (check all that apply)**
 - Address funding objectives in the most cost efficient way possible
 - Focus on call-taking and citizen locating
 - Helps move the state forward as a whole
- Purposes in § 650.330.1(16), RSMo to be accomplished by the Project (check all that apply):**
 - Improve existing 911 systems
 - Promotion of consolidation of PSAPS

32679365v.1

**APPROVAL VILLAGE OF BULL CREEK FUNDING AGREEMENT VILLAGE
WASTEWATER SYSTEM IMPROVEMENTS PROJECT**

John Soutee, Environmental Service Coordinator, and James Felton, Public Works Director for Bull Creek Village, were present.

Commissioner Wyatt moved to approve the Village of Bull Creek Funding Agreement request for Wastewater System Improvement Project. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

***INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
VILLAGE OF BULL CREEK***

**VILLAGE WASTEWATER SYSTEM IMPROVEMENTS PROJECT
(Engineering Design & Bidding Phase)**

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the Village of Bull Creek (hereinafter referred to as "Village").

WITNESSETH:

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the Village is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County and Village are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County may enter into agreements for the purpose of making improvements to sewer systems within Taney County through projects utilizing expenditures of Sewer Sales Tax Funds (hereinafter "Sewer Sales Tax"); and

WHEREAS, the County shall oversee sewer sales tax funds which may be made available for use in areas of Taney County to finance capital improvements to their wastewater infrastructure. It has been determined that the project (Village Wastewater System Improvements Project) is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. **This project will provide for the engineering design services necessary to develop plans and specifications specific to the rehabilitation of two lift stations, relocation of a collection system manhole out of an area prone to flooding during heavy rainfall events and the rehabilitation of a collection system manhole that has been damaged due to hydrogen sulfide gas. The purchase of one backup pump for the Main Lift Station is also planned for this project. The bidding phase portion of this project will be covered under this agreement.**

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UNIVERSITY OF MISSOURI EXTENSION UPDATE

Kelly McGowan, Field Specialist in Horticulture, updated the Commission on the Missouri Extension Programs

MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the May 2024 Monthly Budget Report.

RECESS: 9:24 A.M.

RECONVENE: 9:37 A.M.

ARPA ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Shane Keys, Taney County Detective, Travys Saffle, Taney County Citizen, Cody Pender, Taney County Citizen, David Clark, County Auditor, Melissa Duckworth, Grants Oversites, and Dorothy Keys, Deputy Clerk.

Discussion ensued.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Tami Koran, Administrative Assistant, Shane Keys, Taney County Detective, Travys Saffle, Taney County Citizen, Cody Pender, Taney County Citizen, David Clark, County Auditor, 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: 10:00 A.M.

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

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