

**OFFICIAL  
COMMISSION MINUTES  
JUNE 24<sup>th</sup>, 2024 – 16<sup>th</sup> 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**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #476406 through #476519, Warrant #8410 and three 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 17th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

**APPROVAL OF SMOG TAC BOARD MEMBERS**

Commissioner Williams moved to appoint Cody Stice, Matt Bryant, and Rick Ziegenfuss as alternate to the SMOG TAC Board. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**TANEY COUNTY PROTEM CEDARCREEK BRIDGE BID AWARD**

Devin Huff, Road & Bridge Administrator and John Cahill, Great River Engineering Project Manager, were present.

Commissioner Williams moved to award the following bid groups for bridge replacement for Protem Cedar creek Bridge Replacement supply reinforcing steel, supply prestress concrete panels, and pre boring supply and installing steel piles to Viebrock Sales & Service; and supply structural steel to Odin Enterprises, Inc. Commissioner Wyatt seconded the motion with discussion. 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 – KENNETH L. PENCE AND LORI J. PENCE**

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 Kenneth L. Pence and Lori J. Pence, husband and wife and Taney County. 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**

Kenneth L. Pence and Lori J. Pence, husband and wife, of the County of Taney in the State of Missouri, hereinafter referred to as "GRANTORS", on this 17 day of June, 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, adding ten more additional feet for the purpose of locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as Amherst Rd.(76-64), for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limit 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" and Attachment "B" 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 MOTOR GRADER #24-081RB**

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

Commissioner Wyatt moved to approve the Agreement for Motor Grader file #24-081RB by and between John Fabick Tractor Company and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-081RB

Agreement  
for  
Motor Grader

THIS AGREEMENT ("Agreement") dated the 24<sup>th</sup> day of June 2024, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, 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) 140JOY-BR motor grader ("Equipment") shall include Sales Order dated June 10, 2024 and the cooperative purchasing contract documents of Sourcewell Contract #011723-CAT, 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 \$325,758.73. 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 EXCAVATOR #24-082RB**

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

Commissioner Williams moved to approve the Agreement for Excavator by and between John Fabick Tractor Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-082RB

Agreement  
for  
Excavator

THIS AGREEMENT ("Agreement") dated the 24<sup>th</sup> day of June 2024, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, 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) 317-07HT excavator ("Equipment") shall include Sales Order dated June 10, 2024 and the cooperative purchasing contract documents of Sourcewell Contract #011723-CAT, 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 \$264,092.00. 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.

**CHANGE ORDER NO. 2 REVISED #24-073RB**

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve Change Order Number 2 revise the Highway 165 Scenic Overlook Improvement Project. 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:	June 13, 2024	Effective Date of Change Order:	June 13, 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 \$40/SF for a total of \$5,000.**

Attachments:

**None**

**LOCAL RECORDS PRESERVATION GRANT AGREEMENT #24-080REC**

Jody Stahl, Recorder, was present.

Commissioner Williams moved to approve the Local Records Preservation Grant Agreement by and between the Missouri Office of the Secretary of State and Taney County Commission designating Jody Stahl, Taney County Recorder of Deeds as the Grantee and allowing her to sign. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



JAMES C. KIRKPATRICK  
STATE INFORMATION CENTER  
(573) 751-4936

**JOHN R. ASHCROFT**  
SECRETARY OF STATE  
STATE OF MISSOURI

LOCAL RECORDS  
(573) 751-9047

June 10, 2024

Jody Stahl  
Taney County Recorder of Deeds  
PO Box 428, 132 David St.  
Forsyth, MO 65653

Dear Ms. Stahl:

I am pleased to inform you that the Taney County Recorder of Deeds will receive funds under the Local Records Preservation Grant Program of up of \$8,979.

Grant agreement papers are included in this mailing. The awarded applicant, or their authorizing agency if the awarded applicant does not have the authority to enter into binding agreements, must sign and return a copy of the agreement for signature by a duly designated representative of the State of Missouri. Please mail the signed agreements to the Grant Administrator, Local Records, Office of the Secretary of State, PO Box 1747, Jefferson City, MO 65102, or email to [local.records@sos.mo.gov](mailto:local.records@sos.mo.gov).

Initiation of the project may begin after you receive a notice to proceed from this office, in no case earlier than July 1, 2024. If you have any questions or concerns please contact John Korasick, by phone (573) 751-1819 or email [local.records@sos.mo.gov](mailto:local.records@sos.mo.gov).

The awarded funds acknowledge and support your effort to preserve Missouri's heritage through effective records management and preservation. Congratulations and best wishes for the successful completion of your project.

Sincerely,

John R. Ashcroft  
Secretary of State

LRG25-31

600 W. MAIN STREET • JEFFERSON CITY 65101

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**ESRI SMALL GOVERNMENT ENTERPRISE AGREEMENT QUOTE #24-079IT**

Tonja Friend, IT GIS Technician, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to waive the requirement of competitive bids and proposals for GIS desktop software and extensions, enterprise software and extensions, enterprise additional capabilities, servers, developer tools and related subscriptions, licenses, and extensions; and determine that ESRI is the only single feasible source; and to post and advertise notice of intent to contract with ESRI pursuant to the ESRI Small Government Enterprise Agreement Quote. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.  
 Quote is valid from: 5/9/2024 To: 8/7/2024

**Quotation # Q-521994**

Date: May 9, 2024  
 Customer # 121817 Contract #  
 County of Taney  
 Information Systems  
 16317 Us Highway 160 Ste C  
 Forsyth, MO 65653-7120

ATTENTION: Tonja Friend  
 PHONE: 4175467210 x2237  
 EMAIL: tonja.friend@taneycountymo.gov

Material	Qty	Term	Unit Price	Total
168179	1	Year 1	\$27,000.00	\$27,000.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 2	\$42,750.00	\$42,750.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
168179	1	Year 3	\$58,500.00	\$58,500.00
Populations of 50,001 to 100,000 Small Government Enterprise Agreement Annual Subscription				
			Subtotal:	\$128,250.00
			Sales Tax:	\$0.00
			Estimated Shipping and Handling (2 Day Delivery):	\$0.00
			Contract Price Adjust:	\$0.00
			<b>Total:</b>	<b>\$128,250.00</b>

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Emilio Pinero	<b>Email:</b> epinero@esri.com	<b>Phone:</b> (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

PINEROE This offer is limited to the terms and conditions incorporated and attached herein.

**GIS PROFESSIONAL SERVICES #24-078IT**

Tonja Friend, IT GIS Technician, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the GIS Professional Services quote by and between Sidwell and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



No. 24-078IT

<b>Agency</b>	Taney County, MO	<b>Agency Contacts</b>	Tonja J. Friend Joe Blackerby
<b>Effective Date</b>	May 7, 2024	<b>Prepared By</b>	Brandon Tourtelotte
<b>Description</b>	GIS Professional Services		

**Description of Core Project Services:**

Sidwell will support Taney County, MO by performing a GIS Needs Assessment. This assessment will provide the County with the necessary feedback and guidance needed to achieve its goals of a county-wide adoption of Esri technology.

GIS Professional Services	Costs
<p><b>Overall GIS Assessment</b></p> <p>As a Phase 1 of our engagement with Taney County, a formal review of current GIS infrastructure, environment, staff, and workflows. This will enable Sidwell to make recommendations on implementation, moving forward, on all items covered in this assessment.</p> <ul style="list-style-type: none"> <li>Sidwell will review all aspects of the current GIS environment (number of users, workload, departments supported) that would impact proposed system architecture and system sizing, for future deployment of ArcGIS Enterprise</li> <li>Sidwell will perform a thorough review of the workflows for all staff in the Assessor's office, including parcel mapping, and routines and automations that are in place</li> <li>Sidwell will review and assess all staff that use, rely on, and maintain the GIS, to create a long-term plan for staff capacity building and skill development</li> <li>The findings of the assessment will be provided and discussed for planning of the next phases</li> </ul>	<p><b>\$5,328.00</b></p>
<b>Sidwell GIS Professional Services</b>	<b>\$5,328.00</b>

**Assumptions and Notes:**

- A separate, parallel data review will be performed to assess the scope needed to migrate your parcel data to the ArcGIS Parcel Fabric
- All work will be completed remotely.
- We would only be reviewing the staff and departments that currently use the GIS and have an Esri license or login. If you would be interested in a review of all those that might be a user of an expanded GIS into the future, this scope would need to be updated to include future capacity planning.

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PO Box 4268 | St. Charles, IL 60174  
(630) 549-1000 | [www.sidwellco.com](http://www.sidwellco.com)

**LIBRARY CENTER OF THE OZARKS ANNUAL UPDATE**

The Library Center of the Ozarks Board of Directors Anne McGregor, Library Director, Essy Day, Interim Director, Debbie Redford, Vice Chair, and Garrett Vanderpool, Treasurer, presented the Annual Update to the Commission.

**RECESS: 9:33 A.M.**

**RECONVENNE: 9:47 A.M.**

Presiding Commissioner NP; Eastern Commissioner [Signature]; Western Commissioner [Signature]



**EXECUTIVE SESSION: 9:47 A.M.**

**EXECUTIVE SESSION PER SECTION 610.021.(1)(3)(12) (LEGAL, PERSONNEL & CONTRACTS)**

*(Taney County Commission Hearing 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: 9:53 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 Stephanie Spencer, County 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: 9:57 A.M.**

*The minutes were taken by and typed by Stephanie Spencer, County Clerk.*

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