

**OFFICIAL
COMMISSION MINUTES
AUGUST 5TH, 2024 – 8TH DAY OF
THE JULY ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Nick Plummer (present via-teleconference), 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 tomorrow is the August 6th Election and for everyone to go out and vote. The week of August 12th, the Commission Meeting for next week will be held on Tuesday August 13th. On Monday August 12th there will be the road dedication for 100th Year Anniversary for Newt Boles there at the end of Coon Creek. They are asking everyone to meet at the Hollister School.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #476996 through Check #477081, Warrants #8440 through Warrant #8442, and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (absent), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Warrant #8439. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (abstain).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for July 26th, 2024 and July 29th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Regular Session Minutes for July 30th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

ADDENDUM TO MOU – SRO PROGRAM (BRADLEYVILLE) FILE NO. 24-096S

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

Commissioner Wyatt moved to approve Addendum to Memorandum of Understanding for the SRO Program with Bradleyville School and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-096S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“Addendum”) is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), and BRADLEYVILLE R-I SCHOOL DISTRICT (“District”).

WITNESSETH THAT:

WHEREAS, the parties previously entered into that certain Memorandum of Understanding (“MOU”) under which TCSO is to provide a SRO to District; and

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2024-25 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2024 through July 31, 2025. The parties may agree to additional extensions of the term of the MOU in a written addendum signed by each party.

2. Paragraph 3 of the MOU is modified as follows:

3. The District agrees to reimburse the County an annual amount which is equal to 25% of the base salary and benefits package of a newly-hired officer, which is currently Fourteen Thousand Five Hundred and Sixty-Two Dollars (\$14,562), and which shall be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District’s receipt of an invoice for payment from the County.

3. All other terms and conditions of the MOU shall remain in full force and effect.

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ADDENDUM TO MOU – SRO PROGRAM (BRANSON) FILE NO. 24-097S

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

Commissioner Williams moved to approve Addendum to Memorandum of Understanding by and between Branson R-IV School District and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-097S

ADDENDUM TO
MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM (“Addendum”) made this 5th day of August, 2024, by and between Taney County, Missouri (“County”), the Taney Sheriff’s Office (“TCSO”), and Branson R-IV School District (“District”).

WHEREAS, County, TCSO and District have entered into a Memorandum of Understanding relating to the County’s assignment of TCSO officers to the District (“MOU”), attached hereto as Exhibit A;

WHEREAS, County, TCSO and District desire to amend the MOU 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 paragraph 1 of the MOU to read as follows:

“1. The term of this MOU shall begin on August 1, 2024 and shall terminate on July 31, 2025. The parties may agree to extend the term of this MOU in a written addendum signed by each party.”

2. This Addendum is subject to the MOU and to each and every term, covenant, condition and agreement set forth therein. County, TCSO and District continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The MOU is modified only to the extent provided in paragraph 1, above.

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ADDENDUM TO MOU – SRO PROGRAM (HOLLISTER) FILE NO. 24-098S

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

Commissioner Williams moved to approve Addendum to Memorandum of Understanding by and between Hollister R-IV School and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-098S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“Addendum”) is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), HOLLISTER R-IV SCHOOL DISTRICT (“District”)

WITNESSETH THAT:

WHEREAS, the parties previously entered into that certain Memorandum of Understanding (“MOU”) under which TCSO is to provide a SRO to District; and

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2024-25 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:
 1. The term of this MOU is hereby extended from August 1, 2024 through July 31, 2025. The parties may agree to additional extensions of the term of the MOU in a written addendum signed by each party.
 2. All other terms and conditions of the MOU shall remain in full force and effect.

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ADDENDUM TO MOU – SRO PROGRAM (KIRBYVILLE) FILE NO. 24-099S

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

Commissioner Wyatt moved to approve Memorandum of Understanding for the SRO Program between Kirbyville School and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-099S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING ("Addendum") is entered into by and between TANEY COUNTY, MISSOURI ("County"), the TANEY COUNTY SHERIFF'S OFFICE ("TCSO"), and KIRBYVILLE R-VI SCHOOL DISTRICT ("District").

WITNESSETH THAT:

WHEREAS, the parties previously entered into that certain Memorandum of Understanding ("MOU") under which TCSO is to provide a SRO to District; and

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2024-25 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2024 through July 31, 2025. The parties may agree to additional extensions of the term of the MOU in a written addendum signed by each party.

2. Paragraph 3 of the MOU is modified as follows:

3. The District agrees to reimburse the County an annual amount which is equal to 75% of the base salary and benefits package of a newly-hired officer, which is currently Forty Three Thousand Six Hundred and Eighty-Five Dollars (\$43,685), and which shall be paid in installments, and agrees to reimburse the County up to an amount of Two Thousand Dollars (\$2,000.00), for the purchase of required equipment, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District's receipt of an invoice for payment from the County.

3. All other terms and conditions of the MOU shall remain in full force and effect.

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ADDENDUM TO MOU – SRO PROGRAM (TANEYVILLE) FILE NO. 24-100S

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

Commissioner Wyatt moved to approve Memorandum of Understanding for the SRO Program between Taneyville School and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-100S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO MEMORANDUM OF UNDERSTANDING (“Addendum”) is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), TANEYVILLE R-II SCHOOL DISTRICT (“District”)

WITNESSETH THAT:

WHEREAS, the parties previously entered into that certain Memorandum of Understanding (“MOU”) under which TCSO is to provide a SRO to District; and

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2024-25 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2024 through July 31, 2025. The parties may agree to additional extensions of the term of the MOU in a written addendum signed by each party.

2. Paragraph 3 of the MOU is modified as follows:

3. The District agrees to reimburse the County an annual amount of Forty-Three Thousand Six Hundred Eighty-Five Dollars (\$43,685), which is equal to 75% of the base salary and benefits package of a newly-hired officer, and which shall be paid in installments, as invoiced by the County. The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the SRO salary and benefits package for the assigned SRO. The District agrees to make payment to the County by no later than 30 days after the District’s receipt of an invoice for payment from the County.

3. All other terms and conditions of the MOU shall remain in full force and effect.

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FILL DIRT AGREEMENT - BO & ASHTON DEJAGER

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to approve the Fill Dirt Unlimited Agreement between Bo & Ashton DeJager and Taney County. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (abstain) and Wyatt (aye).

FILL DIRT AGREEMENT

unlimited

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Bo & Ashton DeJager (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

7-29-2024
Date:

FILL DIRT AGREEMENT - DENNIS SULGROVE

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Dennis Sulgrove 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 Dennis Sulgrove (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

7-30-2024
Date:

RECESS: 9:11 A.M

RECONVENE: 9:17 A.M

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer (via teleconference), Commissioner Williams and Commissioner Wyatt.

Also present: Tami Koran, Commission Assistant, and Kim Lovelace, 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: 9:21 A.M.

The minutes were taken and typed by Kim Lovelace, Deputy Clerk.

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