

**OFFICIAL
COMMISSION MINUTES
AUGUST 13th, 2024 – 9th DAY OF
THE JULY 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 stated that the Airport Board Appointments are still being accepted, and Planning and Zoning, so they are still open for application for another week.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #477082 through Check #477083, and Check #477085 through Check #477109, Checks #477111 through #477179. Warrants #8443 through Warrant #8451, and Three Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Checks #477110. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (abstain).

Commissioner Williams moved to void Check# 477084. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PAYROLL

Commissioner Williams moved to approve payroll. Commissioner Wyatt 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 Minutes for August 5th, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

PLANNING & ZONING BOARD APPOINTMENTS

No Action Taken.

BID APPROVAL SINGLE RADIUS ARCH PIPE RFB #202408-562

Devin Huff, Road & Bridge Administrator, and Nikki Lawrence, Purchasing Director & Legal Liaison, were present.

Commissioner Williams moved to award bid #202408-562 to Viebrock Sales and Services, LLC. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

CITY OF BRANSON FUNDING APPROVAL REQUEST SEWER COLLECTION SYSTEM REHABILITATION PROJECT (CONSTRUCTION PHASE)

John Soutte, Environmental Services Coordinator, and Kendall Powell, City of Branson Utilities Director, were present. Presiding Commissioner Plummer referenced a letter from Keck & Phillips, LLC approving the agreement.

Commissioner Williams moved to approve the Intergovernmental Funding Agreement by and between Taney County and City of Branson for Sewer Collection System Rehabilitation Project Construction Phase. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

**INTER-GOVERNMENTAL FUNDING AGREEMENT
BETWEEN
TANEY COUNTY, MISSOURI
AND
THE CITY OF BRANSON**

**SEWER COLLECTION SYSTEM REHABILITATION PROJECT
(CONSTRUCTION PHASE)**

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

WITNESSETH:

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

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

WHEREAS, pursuant to section 70.220 RSMo, the County and City 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 waste water infrastructure. It has been determined that the Sewer Collection System Rehabilitation Project is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. This project will provide the rehabilitation of approximately 4,800 lineal feet of gravity sewer mains with cured-in-place pipe (CIPP). Existing customer connections will also be sealed at the main. Any sewer manholes in the lining project that are being impacted by corrosion will also be sealed or replaced as necessary. This project will create a more reliable collection system and greatly reduce the risk of sewer back-ups and sanitary sewer overflows.

NOW, THEREFORE, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

MONTHLY BUDGET REPORT

David Clark, County Auditor, presented the July 2024 Monthly Budget.

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Shelby Yake, Field Specialist in Community Health, and Jacob Hafley, Field Specialist in Agricultural, and Kyle Whittaker, Engagement Specialist, updated the Commission on the Missouri Extension Programs.

PERSONAL PROPERTY ADD ON REPORT

Jen Hutchison, Deputy Clerk, was present.

Commissioner Williams moved to accept and add into the record the Personal Property Add On Report for July 2024 as it is presented. Commissioner Wyatt seconded the motion with a comment. Commissioner Williams moved to amend his motion to state Personal Property Abatements and Add On Report for July 2024. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

PP ABATEMENTS/ADD ON REPORT FOR JULY 2024										
Date: 8/13/24										
AbYear	Date	Account	Name	Reason	BegVal	AdjVal	EndVal	Approved	Denied	Tabled
2022	2024-07-01	1-73171-0	ZOBEL SCOTT & LOUIS		810	-810	0	X		
2023	2024-07-01	1-106110-300	ANDERSON MCKAYLA	TAX CODE CHANGE	2340	-2340	0	X		
2023	2024-07-01	1-73171-0	ZOBEL SCOTT & LOUIS		810	-810	0	X		
2022	2024-07-02	1-104930-0	WILMOT TRAVIS L		200	5390	5590	X		
2023	2024-07-02	1-96678-300	GIPSON LINDSEY	TAX CODE CHANGE	2230	-2230	0	X		
2023	2024-07-05	1-108788-0	KELSO JACOB		7560	0	7560	X		
2023	2024-07-09	1-0-0	CARLIN MARC JR & MELISSA		100	-100	0	X		
2023	2024-07-11	1-88792-0	MERRIMAN STANLEY AND RHONDA (PHIPPS)		11590	0	11590	X		
2020	2024-07-12	1-106092-0	BAYLESS TRENT		1540	-1540	0	X		
2020	2024-07-15	1-116877-0	BRYANT MONICA		2214	-2214	0	X		
2020	2024-07-15	1-81754-0	CLYTUS BRIAN A		6043	-6043	0	X		
2020	2024-07-15	1-48140-0	CRAVENS ROBERT		2790	-2790	0	X		
2020	2024-07-15	1-120048-0	CRUMBLE MICAH AND DESTINY		1850	-1850	0	X		
2020	2024-07-15	1-42032-0	CUMMINGS JANET		920	-920	0	X		
2020	2024-07-15	1-128056-0	FREEMAN TORI S		4180	-4180	0	X		
2021	2024-07-15	1-81754-0	CLYTUS BRIAN A		2350	-2350	0	X		
2021	2024-07-15	1-120048-0	CRUMBLE MICAH AND DESTINY		6480	-6480	0	X		
2021	2024-07-15	1-128056-0	FREEMAN TORI S		4380	-4380	0	X		
2022	2024-07-15	1-81754-0	CLYTUS BRIAN A		2350	-2350	0	X		
2022	2024-07-15	1-128056-0	FREEMAN TORI S		5370	-5370	0	X		
2023	2024-07-15	1-168718-0	CONQUE LANCE & KATHIE		10820	100	10920	X		
2020	2024-07-16	1-117138-0	DOVE SMITH		5406	0	5406	X		
2021	2024-07-16	1-117138-0	DOVE SMITH		6020	-614	5406	X		
2021	2024-07-16	1-34728-0	MCNEEL DAVID H		6017	-6017	0	X		
2022	2024-07-16	1-117138-0	DOVE SMITH		5830	-424	5406	X		
2023	2024-07-16	1-117138-0	DOVE SMITH		5830	-424	5406	X		
2020	2024-07-17	1-82994-0	HUDSON PATRICE		1371	-1271	100	X		
2020	2024-07-17	1-112280-0	HUNTER MELVIN P		5250	-5250	0	X		
2020	2024-07-17	1-118191-0	JANKE PAUL		1572	-1321	251	X		

AGREEMENT FOR HAMMER FILE NO. 24-104RB

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

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

Agreement
for
Hammer

THIS AGREEMENT dated the 13th day of August 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, Inc. (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 one (1) Hammer ("Equipment") via cooperative purchasing on Sourcewell Contract #032119-CAT, Sales Order dated July 23, 2024 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 price as quoted in the attached sales order, not to exceed \$44,279.56. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

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 WASTE HANDLER FILE NO. 24-103RB

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

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

Agreement
for
Waste Handler

THIS AGREEMENT dated the 13th day of August 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, Inc. (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 one (1) Waste Handler (938) ("Equipment") via cooperative purchasing on Sourcewell Contract #011723-CAT, Sales Order dated July 22, 2024 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 price as quoted in the attached sales order, not to exceed \$358,255.25. If certain unusual circumstances occur regarding delivery or product availability, the County may consider all other options, including the next lowest Bidder.

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.

3 YEAR LAND RECORDS LIFE CYCLE EXTENSION FILE NO. 24-101REC

Jody Stahl, Recorder of Deeds, was present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the 3 Year Land Records Life Cycle Extension by and between Fidlar Technologies and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Wyatt (aye).

Taney County MO Recorder

3-Year Land Records Life Cycle Extension

This Extension is made this ___ day of _____, 2024 between Taney County MO and Fidlar Technologies ("Fidlar"). Taney County MO and Fidlar hereby agree that the Computer System and Software License Sales Agreement dated 7/22/2019 between Taney County MO and Fidlar (the "Agreement") is hereby extended for a 3-year period commencing on 8/1/2024 and terminating on 7/31/2027. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3-year term of this Extension.

SOFTWARE SERVICES SUMMARY

Fidlar Technologies Product\Service Description	Cost
AVID	Year 1 - \$1.41/doc Year 2 - \$1.45/doc Year 3 - \$1.49/doc
Receipting (cashiering)	Included
Indexing	Included
<i>Assisted Indexing Functionality (OCR)</i>	Included
SSN Redaction Batch Processing	Included
iNSPECT Interface	Included
Automated Verification Functionality	Included
<i>Astra - eRecording Catcher</i>	Included
<i>Property Fraud Alert Service</i>	Included
<i>Laredo & Tapestry (See Schedule D for remote access)</i>	No Change to Current Plan
Implementation Services	Included
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
<i>Recommended Hardware Specifications</i>	Not Included
<i>LifeCycle Annual Maintenance</i>	Included
1-800 Support	Included
System Upgrades	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included

RECESS: 9:25 A.M

RECONVENE: 9:35 A.M

ROAD & BRIDGE ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Devin Huff, Road & Bridge Administrator, Jack Cole, Assistant Road & Bridge Administrator, Shane Keys, Taney County Citizen, David Clark, County Auditor, and Dorothy Keys, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 9:40 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: 10:26 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.

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: 10:31 A.M.

The minutes were taken by Nick Plummer, Presiding Commissioner, and Dorothy Keys, Deputy Clerk, and typed by Dorothy Keys, Deputy Clerk.

This page left blank intentionally.