OFFICIAL COMMISSION MINUTES OCTOBER 28TH, 2024 – 4th DAY OF THE OCTOBER 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 confirmed with the County Clerk that the Taney County Clerk's Office will be open again for absentee voting on Saturday, November 2^{nd} from 9:00 - 1:00pm. Approximately 3800 voters have voted absentee.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #477186 through Check #477281, no Warrants, and three Journal Entries/Transfers, and Voided Checks #478087 through Check #478185. 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 Minutes and Executive Session Minutes for October 21st, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MO AND THE TANEY COUNTY REGIONAL SEWER DISTRICT – RIDGEDALE PHASE 2 SANITARY SEWER IMPROVEMENT PROJECT (CONSTRUCTION)

Brad Allbritton, Taney County Regional Sewer District Administrator, and Travis Heier, HDR Engineering Senior Project Manager, were present.

Commissioner Williams moved to approve the Inter-Governmental Funding Agreement between Taney County and the Taney County Regional Sewer District for the Ridgedale Phase 2 Sanitary Sewer Improvement Project (Construction). Commissioner Wyatt seconded. The motion passed by vote. Plummer (aye), Williams (aye), Wyatt (aye).

INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI AND THE TANEY COUNTY REGIONAL SEWER DISTRICT

RIDGEDALE PHASE 2 SANITARY SEWER IMPROVEMENT PROJECT (Construction)

THIS AGREEMENT is made and entered into between Taney County, Missouri (hereinafter referred to as "County) and the Taney County Regional Sewer District (hereinafter referred to as "District").

WITNESSETH:

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

WHEREAS, the District is a political subdivision of the State of Missouri governed by Chapter 204, formerly known as Chapter 644 and renumbered in 1986, and the District has the power to establish, construct, reconstruct, improve, repair, operate, and maintain sewer systems and treatment facilities pursuant to section 204.320 RSMo; and

WHEREAS, pursuant to section 70.220 RSMo, the County and District 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 and District entered into an Intergovernmental Agreement on or about December 29, 2011, whereby the District would assist with improvements to the Taney County sewer systems 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 by the Taney County Regional Sewer District to finance capital improvements to their wastewater infrastructure. It has been determined that the project Ridgedale Phase 2 Sanitary Sewer Improvement Project is feasible, meets the criteria as described in Exhibit A, which is attached hereto, and has been approved by the Taney County Commission for funding with sewer sales tax funds.

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

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

APPROVAL OF AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT CENTRAL DUMPING STATION PROJECT (ENGINEERING DESIGN AND BIDDING PHASE)

John Soutee, Environmental Project Coordinator, and Travis Heier, HDR Engineering Senior Project Manager, were present. Presiding Commissioner Plummer referenced a letter of extension request from John Soutee.

Commissioner Williams moved to approve the Amendment to Inter-Governmental Funding Agreement by and between Taney County and the City of Hollister for the Central Dumping Station Project with a new date of February 28th, 2025. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

AMENDMENT TO INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI AND THE CITY OF HOLLISTER

CENTRAL DUMPING STATION PROJECT (ENGINEERING, DESIGN AND BIDDING PHASE)

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

- 1. The County and City entered into an Inter-Governmental Funding Agreement on November 6, 2023, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference, for the purpose of completing engineering, design and bidding services for the Central Dumping Station Project by September 30, 2024.
- 2. Due to floodplain issues that required the system to be designed in a concrete structure partially below grade, additional engineering and time was necessary to address these items that were not initially considered. With that, the City is requesting a new funding agreement termination date of February 28, 2025 to allow additional time to finalize the design and complete the bidding process.
- 3. The County agrees to extend the funding agreement termination date to February 28, 2025.
- 4. All other aspects of the agreement(s) for this project remain in effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set opposite the signatures of their respective authorized representatives.

County of Taney, Missouri

By:

Nick Plummer, Presiding Commissioner of Taney County

Date: 10-28-2024

AGREEMENT FOR 2025 FLAT BED TRUCK FILE NO. 24-129RB

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

Commissioner Williams moved to approve the agreement for 2025 Flat Bed Truck by and between Taney County and Pingar Chevrolet Buick GMC, Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 24-129RB

Agreement For

2025 Flat Bed Truck

THIS AGREEMENT dated the ______ day of ______ 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Pinegar Chevrolet Buick GMC, Inc., of Branson, Missouri ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement for the purchase of one (1) 2025 flat bed truck ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202409-565 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. <u>Contract Price</u>. The County agrees to purchase from the Contractor and the Contractor agrees to sell to the County pursuant to the Contract Documents for the total contract price of \$56,811.00. If certain unusual circumstances occur specific to Vehicle availability, the County may consider all other options.

3. <u>Contract Duration</u>. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. <u>Billing and Payment.</u> All billing shall be invoiced with specific department information for tracking. Billings and invoices may only include the prices provided for in 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. <u>Binding Effect.</u> - 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. <u>Entire Agreement</u>. 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 EQUIPMENT HITCH TRAILER (1 OR MORE)

Devon Huff, Road and Bridge Administrator, was present.

FILE NO. 24-130RB(a) (PRIMARY)

Commissioner Williams moved to approve agreement for Equiment Hitch Trailer (One or More) by and between Taney County and Kraftsman, Inc of Albemarle, North Carolina and the agreement of Equiment Hitch Trailer (one or more) by and between Taney County and Westgate Trailers, of Mount Grove Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 24-130RB(a)

785

Agreement For Equipment Hitch Trailer (1 or more) *(Primary)*

THIS AGREEMENT dated the <u>28</u>th day of <u>0 cho b-w</u> 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Kraftsman, Inc., of Albemarle, North Carolina ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement for the purchase of one (1) or more equipment hitch trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202409-564 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. <u>Contract Price</u>. The County agrees to purchase from the Contractor and the Contractor agrees to sell to the County pursuant to the Contract Documents for the total contract price of \$26,799.00. If any issues arise which may hinder or delay Product availability – or delivery, County may consider all options including the next lowest Bidder.

3. <u>Contract Duration</u>. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. <u>Billing and Payment.</u> All billing shall be invoiced with specific department information for tracking. Billings and invoices may only include the prices provided for in 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. <u>Binding Effect.</u> - 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. <u>Entire Agreement.</u> 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.

Presiding Commissioner M; Eastern Commissioner $\mathcal{G}_{\mathcal{U}_2}$; Western Commissioner $\mathcal{I}_{\mathcal{U}_2}$

No. 24-130RB(b)

Agreement For Equipment Hitch Trailer (1 or more) (Secondary)

THIS AGREEMENT dated the 28 day of 0 do b ar 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Westgate Trailers, of Mountain Grove, Missouri ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

<u>1. Contract Documents.</u> The contract documents to this Agreement for the purchase of one (1) or more equipment hitch trailers ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202409-564 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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. <u>Contract Price</u>. The County agrees to purchase from the Contractor and the Contractor agrees to sell to the County pursuant to the Contract Documents for the total contract price of \$34,400.00. If any issues arise which may hinder or delay Product availability – or delivery, County may consider all options including the next lowest Bidder.

3. <u>Contract Duration</u>. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.

4. <u>Billing and Payment.</u> All billing shall be invoiced with specific department information for tracking. Billings and invoices may only include the prices provided for in 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. <u>Binding Effect.</u> - 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. <u>Entire Agreement</u>. 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.

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WHISPERING HILLS RD DISCUSSION

Devon Huff, Road and Bridge Administrator, was present.

Disscussion ensued.

APPROVAL CERF ANNUAL CONTRIBUTION ELECTION

Stephanie Spencer, County Clerk, David Clark, County Auditor, and Dawn Bilyeu, Accounts Payable, were present.

No action taken.

OLLIS|AKERS|ARNEY PRESENTATION

(May go into Executive Session) John Akers, Vice President Benefits, and Erica Gaynor, Account Executive, were present.

Discussion ensued.

Presiding Commissioner <u>NP</u>; Eastern Commissioner <u>Sur</u>; Western Commissioner <u>700</u>

COURT ORDERS

Jen Hutchison, Deputy Clerk, and Stephanie Spencer, County Clerk, were present.

Exhibit "A"

Commissioner Williams moved to approve Exhibit "A" dated October 28, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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Exhibit:	1	0a	10.20-24												
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213813	2024 0000-00-00	2024-10-17	18-1.0-01-002-002-006.097	MATTHEWS PHILLIP RORY & DONNA CHRISTINE	ERRONEOUS ASSESSMENT	29940	29940		0	0	-50430		1		-
213814	2024 0000-00-00	2024-10-17	03-8.0-33-001-001-021.000	SHELTON JOHN E	ERRONEOUS ASSESSMENT	25999	-201	0	0	0	0	X			+
213816	2024 0000-00-00	2024-10-17	08-1.0-02-002-012-003.000	JAMES CONNIE G	ERRONEOUS ASSESSMENT	1585		0	0	0	0	X			
213818	2024 0000-00-00	2024-10-17	05-4.0-19-000-000-102.000	FARR JANICE	ERRONEOUS ASSESSMENT	3800	-21410	0	0	0	0	X		1	+-
213819	2024 0000-00-00	2024-10-17	19-5.0-15-002-001-006.001	SHACKELFORD ALLEN LYNN & JANE RENNE	ERRONEOUS ASSESSMENT	11400	-42700	0	D	D	0	1 in			+
213820	2024 0000-00-00	2024-10-17	05-5.0-22-000-000-010.006	WARE BILLY RAY JEFFERSON & HANNAH MARIE-DENISE	ERRONEOUS ASSESSMENT	15300	0	870	-100	0	0	X			+
213821	2024 0000-00-00	2024-10-17	18-6.0-23-001-001-001.001	CITY OF BRANSON	ERRONEOUS ASSESSMENT	0	-1430	0	0	0	0	X			+
213824	2024 0000-00-00	2024-10-17	19-1.0-02-003-006-004-000	COOK STEVEN L & KELLY L	ERRONEOUS ASSESSMENT	39510	39510	0	0	0	-66540			1	+
213825	2024 0000-00-00	2024-10-17	09-7.0-36-000-000-038.000	MAWBY MARK	ERRONEOUS ASSESSMENT	13310	-1690	40	0	0	00,10	Ý		+	
213826	2024 0000-00-00	2024-10-17	09-2.0-04-000-000-166.000	REED EDWARD & KATHY LYNN	ERRONEOUS ASSESSMENT	10656	-3104	0	0	0		2	-	+	+
213828	2024 0000 00 00	2024-10-17	18-1.0-02-001-003-003.000	JIM PATTISON DEVELOPMENTS (US) INC	ERRONEOUS ASSESSMENT	0	0	0	0	0	-67920	X		+	+
213830	2024 0000-00-00	2024-10-17	18-1.0-02-001-003-006.001	JIM PATTISON DEVELOPMENT (US) INC	ERRONEOUS ASSESSMENT	0	0	0	0	490020	83690				
213831	2024 0000-00-00	2024-10-18	08-5.0-16-000-000-025.000	LUCKY SEVEN INVESTMENTS LLC	ERRONEOUS ASSESSMENT	0	0	0	0	356440	-72440				+
213981	2024 0000-00-00	2024-10-18	17-3.0-06-002-006-011.000	OUTBACK EXCHANGE LLC	ERRONEOUS ASSESSMENT	0	0	- 0	0	438170	18310				
213982	2024 0000-00-00	2024-10-18	17-3.0-06-002-005-012.000	OSOB HOLDING LLC	ERRONEOUS ASSESSMENT	0	0	0		371430	-18310	-6-		+	
214046	2024 0000-00-00	2024-10-21	08-5.0-16-000-000-025 005	LUCKY SEVEN INVESTMENTS LLC	ERRONEOUS ASSESSMENT		0	0	0	135360	-30440				-

Exhibit "B"

Commissioner Williams moved to approve Exhibit "B" dated October 28, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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Exhibit: 0			Date	10-26-2	W												
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Exhibit "C"

Commissioner Williams moved to approve Exhibit "C" dated October 28, 2024, including Abatements #213823 through #214045. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).



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Exhibit "D"

Commissioner Williams moved to approve Exhibit "D" dated October 28, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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Exhibit "E"

Commissioner Williams moved to approve Exhibit "E" dated October 28, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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Exhibit "F"

Commissioner Williams moved to deny Exhibit "F" dated October 28, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

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213838	2024			PROFESSIONAL BUILDERS & CONSTRUCTION SERVICES LLC					1				1	V	1
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214007	2024			WADE ACQUISTION SERIES A LLC									T	X,	

APPROVAL OF WOMENS' CRISIS CENTER MARRIAGE AND DISSOLUTION FEES Melanie Smith, County Treasurer, was present.

Commissioner Williams moved to approve the Approval of Womens' Crisis Center Marriage and Dissolution of Funds to be awarded to the Crisis Center of Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

RECESS: 10:21 A.M

RECONVENE 10:30 A.M

ROUND TABLE PRESENTATON OF THE INDEPENDENT AUDIT PERFORMED BY KPM.

(Taney County Commission Conference Room) Present: Presiding Commissioner Plummer, Commissioner Williams, and Commissioner Wyatt.

Also present: David Clark, County Auditor, Madison Moore, KPM, and Stephanie Spencer, County Clerk.

Discussion ensued

MISSOURI UNIVERSITY EXTENSION DISCUSSION

Also present: Kyle Whittaker, Missouri University Extension Engagement Specialist, David Clark, County Clerk, Stephanie Spencer, County Clerk, and Dorothy Keys, Deputy Clerk.

Kyle Whittaker, Missouri University Extension entered the meeting at 10:42 am.

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, 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: 11:02 A.M

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