

**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 2nd 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**

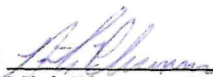
**CENTRAL DUMPING STATION PROJECT
(ENGINEERING, DESIGN AND BIDDING PHASE)**

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

1

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 28th day of October 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:

1. Contract Documents. 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. Contract Price. 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. Contract Duration. 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. Billing and Payment. 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. 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 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 Equipment Hitch Trailer (One or More) by and between Taney County and Kraftsman, Inc of Albemarle, North Carolina and the agreement of Equipment 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)

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

THIS AGREEMENT dated the 28th day of October 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:

- 1. Contract Documents. 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. Contract Price. 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. Contract Duration. 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. Billing and Payment. 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. 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
Equipment Hitch Trailer (1 or more)
(Secondary)

THIS AGREEMENT dated the 28th day of October 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:

1. Contract Documents. 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. Contract Price. 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. Contract Duration. 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. Billing and Payment. 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. 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.

WHISPERING HILLS RD DISCUSSION

Devon Huff, Road and Bridge Administrator, was present.

Discussion 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.

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).

E											
Case No.	Year	Amount	Date	Description	Category	Amount	Amount	Amount	Amount	Amount	Amount
213827	2024	0000.00.00	2024-10-17	09-1 0-03 000-000-003.004	PRICE DUSTIN & KAYII	CLERICAL ERROR	75880	-5600	120	0	0
213901	2024	0000.00.00	2024-10-18	09-7 0-25-000-000-001.000	GREEN TOMMY R & STACEY R	CLERICAL ERROR	11300	-3550	0	-250	0
214028	2024	0000.00.00	2024-10-18	04 6 0-24-000-000-011.015	YARNELL JUSTIN A & NICOLE	CLERICAL ERROR	19460	0	350	0	0

NO COURT ORDER SHEET - NOTES ABATED IN ERROR, NO CHANGE 10/18/24 DZ

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).

F											
Case No.	Year	Amount	Date	Description	Category	Amount	Amount	Amount	Amount	Amount	Amount
213817	2024		10/17/2024	18-7 0-35-003-001-038.040	TRL INVESTMENTS LLC						
213828	2024		10/17/2024	18-1 0-02-001-003-005.000	JIM PATTON DEVELOPMENTS [US] INC						
213838	2024		10/18/2024	05-9 0-30-000-000-004.305	PROFESSIONAL BUILDERS & CONSTRUCTION SERVICES LLC						
213848	2024		10/18/2024	05-7 0-36-000-000-004.018	BROOKESIDE 30 LLC						
213898	2024		10/18/2024	19-1 0-11-003-006-056.000	JOANMONT COMMUNITY SALES ASSOCIATION INC						
213923	2024		10/18/2024	02-1 1-01-000-000-003.004	SARTIN JOE 1/3 IN & SARTIN LISA 1/3 IN & STAFFORD JESSICA						
213953	2024		10/18/2024	02-2 2-10-001-001-002.001	BLAIR TIMMIE & MARY ANN						
213971	2024		10/18/2024	08-1 0-01-003-032-014.000	HAMMAN MARK R						
213985	2024		10/18/2024	17-3 0-07-000-020-011.001	TIT'S RYAN WESLEY						
213987	2024		10/18/2024	07 6 0-24-000-000-003.042	RISNER LARRY J & PAMELA D						
214006	2024		10/18/2024	07-7 0-36-000-000-002.026	TERRY'S RENTAL & STORAGE LLC						
214007	2024		10/18/2024	17-7 0-10-002-004-005.000	WADE ACQUISITION SERIES A LLC						

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 PRESENTATION 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.