

**OFFICIAL
COMMISSION MINUTES
FEBRUARY 10th, 2025 – 14th DAY OF
THE JANUARY ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Nick Plummer (present), Brandon Williams (present), and Shane Keys (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:06a.m.

COMMISSION REMARKS

Presiding Commissioner Plummer stated that next Monday February 17th the Taney County Facilities will be closed in observation for Presidents Day, the commission meeting will be held February 18th.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Keys moved to approve Checks #479569 through Check #479640 Warrant #8552 through #8554, and one Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Keys (aye).

APPROVAL OF PAYROLL

Commissioner Williams moved to approve payroll. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve the Regular Session Minutes for February 3rd, 2025. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

BOARD APPOINTMENTS FOR DEVELOPMENTAL CONNECTIONS

Troy Rasmussen, Developmental Connections Executive Director, was present.

Commissioner Williams moved to reappoint Chuck O'Day to the SB40 Board effective now through December 31st, 2027. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye)

Commissioner Keys moved to appoint Ryan Pace to the SB40 or the Development Connections Board for a 3 year term starting today through December 31st, 2027. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye)

Commissioner Keys moved to appoint Amanda Moudy to the Developmental Connection Board or SB40 Board for the term starting today through December 31st, 2027. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye)

AMENDMENT TO FOOD SERVICE AGREEMENT FILE NO. 25-017S

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

Commissioner Williams moved to approve the Amendment to Food Service Agreement by and between Taney County, Taney County Jail, and Tiger Correctional Services. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



AMENDMENT TO FOOD SERVICE AGREEMENT

This Amendment is entered into this 22 day of December 2024, by and between the Taney County Jail, MO ("Client") and Tiger Correctional Services located at 2508 West Washington Ave, Jonesboro, AR 72401 ("TIGER").

WHEREAS, the parties entered into an agreement for the management of the food service operation at Taney County effective 12/22/2017, ("Agreement"); and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement as set forth below.

1. **Price Per Meal:** In accordance with Annual Price Adjustment agreement, the parties agree that the price per meal charges to the Client by Tiger shall be changed as set forth on Attachment A based upon the COLA national average increase, cost of goods, and general business climate. This price shall be effective from **December 22, 2024**, through **December 22, 2025**, and shall supersede in all respects the price per meal set forth in the Agreement.
2. Prices will be evaluated before each anniversary date.
3. Except as hereinabove provided, the Agreement shall remain in full force and effect.
4. Either party may terminate the original agreement for any reason with a 60-day written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

TIGER CORRECTIONAL SERVICES

Taney County Jail

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**APPROVAL OF INTERGOVERNMENTAL COOPERATIVE AGREEMENT
BETWEEN TANEY COUNTY, MISSOURI AND VILLAGE OF TANEYVILLE,
MISSOURI FILE NO. 25-010RB**

Jack Cole, Assistant Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Intergovernmental Cooperative Agreement by and between Taney County, Missouri and the Village of Taneyville, Missouri. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of February, 2025 (“Effective Date”), by and between Taney County, Missouri (“County”), a county of the first classification and the Village of Taneyville, Missouri (“Village”), a Missouri village.

WHEREAS, section 70.220, RSMo. permits political subdivisions to contract and cooperate with one another for the planning, development, construction, acquisition or operation of any public improvement or facility or common service; and

WHEREAS, the Village desires to receive from County and County desires to provide to Village salt for winter road maintenance; and

WHEREAS, The Village desires to provide snow removal on certain roads within Villag and maintained by the County.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. Road Salt. The County Shall make road salt available to the Village on an as-needed basis during winter months and when snow and ice storms are forecasted. The Village shall be responsible for picking up all road salt at County Road and Bridge storage facilities and shall bear all costs of transporting and spreading road salt.

2. Snow Removal. The Village shall provide snow removal services on the following roads located within the Village on an as-needed basis:

Charles Street (0.27 miles)
Beall Road (0.94 miles)
Emerald Street (0.06 miles)
Park Street (0.22 miles)

The Village shall provide at its own cost such snow removal services subject to the County’s established snow removal procedures, priorities, and route scheduling. Nothing contained herein shall be deemed or construed to require the County to give precedence to the above roads over any other road maintained by the County or to alter its standard practices for determining snow removal schedules and routes.

3. Term. The term of this Agreement shall be from the Effective Date set forth above and shall be effective for one (1) year thereafter. This Agreement shall automatically renew for subsequent terms of one (1) year unless terminated by either party by providing sixty (60) days’ prior notice to the other party.

4. Liability. County agrees that it shall be responsible for any and all claims, losses, and liabilities, of any nature whatsoever, to persons or property arising from the negligent or wrongful acts or omissions of the County, its employees, agents, and representatives in the performance of this Agreement, without waiving their sovereign, governmental, or official

APPROVAL OF FILL DIRT AGREEMENT FOR TYLER & CHASITY BRADEN

Jack Cole, Assistant Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Tyler & Chasity Braden, husband and wife, and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

Please Check One: Unlimited Loads
 3 Load Limit

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Tyler & Chasity Braden (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.

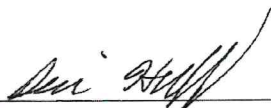
Term and Notice.

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 County Highway Administrator

2-4-2025
Date:

APPROVAL OF FILL DIRT AGREEMENT FOR DAKODA ALMS

Jack Cole, Assistant Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Dakota and Kylie Alms, husband and wife, and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Dakoda Alms (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

2-4-2025
Date:

APPROVAL OF ENGAGEMENT LETTER FOR AUDITING SERVICES 2025 FILE NO. 25-015A

David Clark, Auditor, was present.

Commissioner Williams moved to approve the Engagement Letter for Auditing Services by and between KPM CPAS Advisors and Taney County. Commissioner Keys seconded the motion. They motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-015A



January 23, 2025

County Commission
Taney County
132 David Street
Forsyth, Missouri 65653

We are pleased to confirm our understanding of the services we are to provide for Taney County, Missouri, for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the modified cash basis financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements, of Taney County, Missouri, as of and for the year ended December 31, 2024.

We have also been engaged to report on supplementary information that accompanies Taney County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS), and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements..

- Schedule of Expenditure of Federal Awards
- Combining Nonmajor Fund Statements

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Management's Discussion and Analysis
- Budgetary Comparison Schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The modification relates to the presentation of investments. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an

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PUBLIC DEFENDER LEASE 2025 FILE NO. 25-016CM

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Public Defender Lease by and between Taney County, Christian County, Greene County, and the Hoke Brothers Enterprises .Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

LEASE
between
LESSOR-HOKE BROTHERS ENERPRISES
and
LESSEE-THE COUNTIES OF CHRISTIAN, GREENE, AND TANEY
AND THE STATE OF MISSOURI

THIS LEASE, made and entered into this _____ day of _____, _____ by and between Hoke Brothers Enterprises, hereinafter called the "Lessor," and the counties of Christian, Greene, and Taney, hereinafter called the "Lessees" or "Counties."

WITNESSETH:

WHEREAS, the aforesaid Counties comprise "Area 31" of the Missouri Public Defender System; and

WHEREAS, said Counties, pursuant to Section 600.040, Missouri Revised Statutes, are required to provide office space for the Public Defender's Office serving Area 31; and the County 2024 Budgets have been set.

WHEREAS, the parties hereto desire to enter into a lease and agreement to provide for such space;

WITNESSETH: That the parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

1. The Lessor leases unto the Lessees the property located on a section of land located on Robberson Avenue one and one-half blocks South of Chestnut Expressway in Springfield, Missouri hereinafter called the "premises" and containing approximately 8,728 net rentable square feet, beginning January 1, 2025, and ending December 31, 2025, for the initial period of this lease. The Lessor will also provide 30 parking spaces for the District 31 Office.
- 2A. The Lessor hereby grants to the Lessees the option to renew this Lease for five (5) successive one-year period(s), hereinafter called "renewal periods." The Lessees shall be deemed to have exercised their option to renew this Lease for the succeeding one-year period unless the Lessees notify the Lessor, in writing, of their intent to vacate the premises not less than sixty (60) consecutive calendar days prior to the expiration of any period for which the premises are let. The Lessees need not notify the Lessor of their intent to vacate at the end of the final renewal period.

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DISTRICT 31 LEASE

UNIVERSITY OF MISSOURI EXTENSION UPDATE

Jacob Hefley, Field Specialist in Agricultural Business, presented the commission with the University of Missouri Extension Update.

MONTHLY BUDGET REPORT

David Clark, Auditor, presented the commission with the January 2025 Monthly Budget Report.

COURT ORDERS, ABATEMENTS & ADD – ON REPORTS

Jen Hutchison, Deputy Clerk, was present.

Commissioner Williams moved to approve Abatement #300936. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

RP PAID ABATEMENTS											
Exhibit: <u>A</u>		Date: <u>2-10-25</u>									
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300936	2023	PENDING	2025-01-27	1-7026-900	CHAPMAN SUSAN	PAID ABATEMENT CHANGE	8770	-3480	X		

Commissioner Williams moved to approve the Paid Abatement #214060. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

RP PAID ABATEMENTS																
Exhibit:		Date: <u>2-10-25</u>														
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	InaRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	Tabled
214060	2024	0000-00-00	2025-02-03	23-2.0-09-000-000-027.000	LAMBERT DANIEL & KIMBERLY	CLERICAL ERROR	1183	-1587	0	0	0	0		X		

Commissioner Williams moved to accept and enter into the record the Personal Property Abatements and Add-on reports for January 2025. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

PERSONAL PROPERTY ABATEMENTS & ADD ON REPORT FOR JANUARY 2025										
AbYear	Date	Account	Name	Reason	BegVal	AdjVal	EndVal	Approved	Denied	Tabled
2024	2025-01-02	1-70360-0	CLAAR RICHARD LEE JR		0	1780	1780	X		
2024	2025-01-02	1-128254-0	COSTLEY ZACHARY & ASHLEY		400	-400	0	X		
2024	2025-01-03	1-124394-0	JOHNSON-SMITH RANDA		2310	2240	4550	X		
2024	2025-01-03	1-91799-400	OWUSU AMANDA		100	-100	0	X		
2024	2025-01-06	1-129496-0	BISSELL WILLIAM E	LATE FLAG CHANGE	414	130	544	X		
2024	2025-01-06	1-52427-0	GLENN CODY ALAN		6560	9630	16190	X		
2024	2025-01-06	1-123956-0	SPINABELLA MARK & DEBBIE		40910	-17220	23690	X		
2022	2025-01-07	1-125445-0	DEBRA SCOTT		650	-650	0	X		
2023	2025-01-07	1-127131-0	COOK KEITH		3070	-2820	250	X		
2023	2025-01-07	1-125445-0	DEBRA SCOTT		620	-620	0	X		
2024	2025-01-07	1-100777-0	GIESE BRIAN		13890	-13890	0	X		
2024	2025-01-08	1-102785-0	ISAACS BRIAN L & JESSICA L		300	100	400	X		
2024	2025-01-08	1-61999-0	JONES DAVID W		674	150	824	X		
2024	2025-01-09	1-104821-0	JONES KENNETH		22720	1450	24170	X		
2024	2025-01-09	1-84155-0	MARDIS ADELLA		100	200	300	X		
2024	2025-01-09	1-73743-0	MOSELEY JOHN		6990	200	7190	X		
2023	2025-01-13	1-95312-0	CENTURYTEL HOLDINGS MISSOURI INC		1000	-1000	0	X		
2023	2025-01-13	1-63506-0	CENTURYTEL/BRANSON SMO BUS		1000	-1000	0	X		
2023	2025-01-13	1-22-103	MISSOURI AMERICAN WATER		41430	38860	80290	X		
2024	2025-01-13	1-95312-0	CENTURYTEL HOLDINGS MISSOURI INC		1000	-1000	0	X		
2024	2025-01-13	1-63506-0	CENTURYTEL/BRANSON SMO BUS		1000	-1000	0	X		
2024	2025-01-13	1-80952-400	PRIDE AUDRA G & BOBBY J		500	-500	0	X		
2023	2025-01-14	1-95878-0	PEFFER GARRY W JR	LATE FLAG CHANGE	150	50	200	X		
2024	2025-01-14	1-89374-0	CONTRERAS HELIODORO ANGUIANO		2840	-2640	200	X		
2024	2025-01-14	1-111252-0	KING STEPHANIE A		4900	-4900	0	X		
2024	2025-01-15	1-137415-0	WILLIAMS SAMUEL DWAYNE		2570	-2370	200	X		
2024	2025-01-16	1-131945-0	CHILDRESS PAUL		18997	14783	33780	X		
2024	2025-01-16	1-109668-0	DEWITT TERRY L		200	-200	0	X		
2024	2025-01-16	1-132629-300	DUNAMONS INC	TAX CODE CHANGE	100	-100	0	X		
2024	2025-01-16	1-95590-0	MALDONADO JAVIER RAYMUNDO AGUILAR		7050	-6380	670	X		
2024	2025-01-16	1-32324-0	RANSOM REX & DEBRA		9150	-9150	0	X		
2024	2025-01-16	1-93633-0	YOUNG JERMEY		100	-100	0	X		
2024	2025-01-17	1-92865-0	BOYD SHARMA & FAUX LOYED THOMAS		13170	-3300	9870	X		
2024	2025-01-17	1-126986-300	CUTLER DUSTIN L	TAX CODE CHANGE	8560	-8560	0	X		

RECESS: 9:35 A.M.

RECONVENE 9:45 A.M.

GIS MAPPING ROUND TABLE DISCUSSION

(Taney County Commission Conference Room)

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

Also present: Susan Chapman, Assessor, David Clark, Auditor, Stephanie Spencer, County Clerk, Dorothy Keys, Deputy Clerk, and Tonja Friend, GIS Technician (via teleconference).

Discussion ensued.

ROUND TABLE DISCUSSION WITH COUNTY CLERK

(Taney County Commission Conference Room)

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

Also present: Stephanie Spencer, County Clerk, David Clark, Auditor, Melanie Smith, Treasurer. Dorothy Keys, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 9:58 A.M.

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

(Taney County Commission Conference Room)

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

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE SESSION: 10:18 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

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 Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

ADJOURN: 10:21 A.M.

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

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