# OFFICIAL COMMISSION MINUTES SEPTEMBER 23<sup>rd</sup>, 2025 – 15<sup>th</sup> 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 Shane Keys (present).

#### **PUBLIC COMMENT**

None.

#### CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:00a.m.

#### **COMMISSION REMARKS**

None.

#### APPROVAL OF ACCOUNTS PAYABLE

Commissioner Keys moved to approve Checks #484858 through Check #484928, Warrants #8685 through Warrant #8686, and no 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 Keys moved to approve Regular and Executive Session Minutes for September 15<sup>th</sup>, 2025. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

#### BID RECOMMENDATION #202508-586 FOR ARM SAW ATTACHMENT

Jack Cole, Road & Bridge Administrator, and Jordyn Marler, Commission Assistant, were present.

Commissioner Williams moved to award the Bid #202508-586 to Limb Buster, LLC. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

## APPROVAL OF PERSONNEL POLICY MANUAL REVISION R-22

Dawn Bilyeu, A/P & Payroll, was present.

Commissioner Williams moved to approve the Personnel Policy Manual changes as presented. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

#### Personnel Policy Manual September 23, 2025 Taney County Elected Officials

Nick Plummer Shane Keys Brandon Williams David Wilson David Clark Amy Strahan Mona Cope Tony Mullen Stephanie Spencer Melanie Smith Brad Hughes Joanna Jasper Jody Stahl Brad Daniels

911 Administrator

Presiding Commissioner Eastern Commissioner Western Commissioner

Assessor Auditor Circuit Clerk Collector of Revenue Coroner County Clerk

Treasurer Prosecuting Attorney Public Administrator

Recorder Sheriff

#### **Department Administrators**

Airport Manager
Animal Control
Building & Grounds Administrative
Supervisor Building & Grounds Personnel
Supervisor Emergency Management
Information Systems Administrator
Chief Juvenile Officer
Planning & Zoning Administrator
Purchasing Director
County Highway Administrator

Mike Mulnik
Sherry Simpson
Renee Brusca
Scott Terpening
Chris Berndt
Marc Rys
Bart Owen
Cody Stice
Nikki Lawrence
Jack Cole
Tammy Hagler

(Contents of this Personnel Policy Manual revised and adopted February 10, 2014. All Revisions listed under Topic M.)

Revised September 23, 2025

R-22

# APPROVAL OF AGREEMENT FOR INTEGRATED CLOUD PAYROLL, HUMAN RESOURCE, TIME & LABOR MANAGEMENT, AND EMPLOYEE SCHEDULING TECHNOLOGY SOLUTIONS AND SERVICE SUPPORT FILE NO. 25-100CM

Dawn Bilyeu, A/P & Payroll, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Integrated Cloud Payroll, Human Resource, Time & Labor Management, and Employee Scheduling Technology Solutions and Service Support by and between Time Clock Plus, LLC and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-100CM

### Agreement for

Integrated Cloud Payroll, Human Resource,
Time & Labor Management, and
Employee Scheduling Technology Solutions and Service Support

THIS AGREEMENT dated the 23 day of September 2025 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and TimeClock Plus, LLC. of San Angelo, Texas (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 timeclock software system ("Equipment/Services") for Taney County, through OMNIA PARTNERS Contract #14-10 shall include the quote #Q050456, including all attached documents, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services 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. Services, and/or any/all required products, provided under the Contract Documents and this Agreement shall not exceed the final cost of \$35,574.95 in year 1 and \$18,865.98 in year 2 through 5 and as quoted in attached contract documents. If certain unusual circumstances occur specific to Services or product availability, the County may consider all options including the next Bidder.
- 3. Contract <u>Duration</u>. This agreement shall commence on the date it is fully executed and extend for sixty (60) months thereafter, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date only by order of the County for one (1) additional thirty-six (36) month period subject to the pricing clauses and delivery clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.
- 4. Billing and Payment. All billing shall 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.
- <u>5. 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.
- <u>6. 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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# APPROVAL OF PLANNED SERVICE AGREEMENT RENEWAL – JUSTICE CENTER FILE NO. 25-101M

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Keys moved to approve the Planned Service Agreement Renewal – Justice Center File #25-101M by and between Johnson Controls and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



SERVE INDICTION

Items cited in this quote are products and installation services priced in accordance with Johnson Control Fire Protection LP's NASPO Value Point Cooperative Agreement 99SWC-NV23-16270. Terms and Conditions within this Master Agreement are also included in Johnson Control Fire Protection LP's Missouri State Contract # CC232820005.

**RENEWAL DETAILS:** This contract will require action in order to renew it. In this case, this contract will require a new service agreement and a new PO to renew.

PAYMENT FREQUENCY: BAMA In BAMA

Signature : 23-2025

PAYMENT TERMS: Net

Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

**PAYMENT AMOUNT: \$7,182.49 - Proposal #:** CPQ-1015431

PAYMENT SUMMARY:

Year	PSA Charges	
1	\$7,182.49	

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions as stated in the Cooperative Agreement referenced above, along with all Terms and Conditions provided in attached documents. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the services requested by the Customer after the execution of this Agreement shall be paid for by said Customer and such changes shall be authorized in writing

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.

#### APPROVAL OF CONTRACT OF EMPLOYMENT FILE NO. 25-103RB

Jack Cole, Road & Bridge Administrator, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Contract of Employment by and between Great River Associates, Inc. d/b/a Great River Engineering and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-103RB

#### CONTRACT OF EMPLOYMENT

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of 425, by and between Taney County, Missouri (hereinafter referred to as "County") and Great River Associates. Inc. dba Great River Engineering, (hereinafter referred to as "Engineer"), WITNESSETH:

#### NOW THEREFORE, IT IS AGREED AS FOLLOWS:

- County hereby employs Engineer for engineering advice and services as assigned by County.
- 2.) Engineer agrees to faithfully represent the County in the handling of all matters assigned to, and accepted by, Engineer.
- 3.) All necessary costs and expenses incurred by Engineer shall be borne and paid by the County; however, no costs or expenses shall be reimbursed to Engineer unless written approval of same is obtained from County before they are incurred.
- 4.) Engineer shall obtain and maintain liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00), and will produce verification of coverage upon request. Engineer shall maintain a current license to practice Engineering in the State of Missouri.
- 5.) The County agrees to pay Engineer for all professional services rendered with regard to this contract at the hourly rates set forth in Exhibit A.
- 6.) County may terminate this contract, upon 30 days written notice, and agrees to pay all costs and fees incurred at the time of termination.
- 7.) The term of this agreement shall be 12 months, commencing the 15th day of September 2025.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Great River Associates, Inc. dba Great River Engineering, "Engineer"

By:

(Authorized Signator)

9/15/25 Date

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# APPROVAL OF AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES FILE NO. 25-102RB

Jack Cole, Road & Bridge Administrator, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Amendment to Agreement for Engineering Services by and between HGR Engineering, Inc. and Taney County. Commissioner Keys seconded the motion. The passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-102RB

#### AMENDMENT TO AGREEMENT FOR ENGINEERING SERVICES

#### WHEREAS:

HDR ENGINEERING, INC. ("HDR") entered into a Master Agreement on February 3rd, 2020 to perform engineering services for Taney County Missouri ("OWNER");

OWNER desires to amend this Agreement in order for HDR to perform services beyond those previously contemplated;

HDR is willing to amend the agreement and perform the additional engineering services.

NOW, THEREFORE, HDR and OWNER do hereby agree:

The Agreement and the terms and conditions therein shall remain unchanged other than those sections and exhibits listed below;

HDR will continue to provide engineering services as described in the Agreement for the 2025 calendar year.

The 2024 Hourly Billing Rates shall be replaced with the following: 2025 Hourly Billing Rates

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year written below:

HDR ENGINEERING, INC. ("HDR")	Taney County, Missouri ("OWNER")					
Ву:	By: Tied Planes					
Cory Imhoff, PE	- I - I - I - I - I - I - I - I - I - I					
Title: Senior Vice President	Title: Presiding Commissioner					
Date: Aug 16, 2025	Date: 9-23-2025					

Taney County Master Services Agreement 2025 Renewal

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#### COURT ORDERS, PERSONAL PROPERTY ABATEMENTS ADD - ON REPORT

Jennifer Hutchison, Deputy Clerk, was present.

#### NO ACTION TAKEN

						PP PAID ABATEME	NTS			<u> </u>	-	
Exhibit:	Da	te: 9 23	25							-		
AbNumber		AbYear	Status	Date	Account	Name	Reason	EndVal	AdiVal	Approved	Denied	Tabled
3	00946	2024	PENDING	2025-09-12	1-131945-900	CHILDRESS PAUL	PAID ABATEMENT CHANGE	18117		-	Denieu	-X

**RECESS: 9:14 A.M.** 

RECONVENE: 9:30 A.M.

#### TANEY COUNTY REGIONAL SEWER DISTRICT ROUND TABLE

(Taney County Commission Conference Room)

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

Also Present: Brad Allbritton, Taney County Regional Sewer District Administrator, David Clark, County Auditor, Cody Stice, Planning & Zoning Administrator and Environmental Services Assistant Administrator, Scott Starrett, Planning & Zoning/Environmental Assistant, Jack Cole, Road & Bridge Administrator, and Dorothy Keys, Deputy Clerk.

Discussion ensued.

#### POWERSITE COMMUNITY CENTER PROJECT PRESENTATION

(Taney County Commission Conference Room)

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

Also Present: Clint Hillard, Chairman of Taney County Park Board, Jerry Adam, Vice Chairman of the Taney County Park Board, Cathy Koniarski, President of Powersite Community Center, Wanda Baratt, Vice President of Powersite Community Center, Cindy Rains, Secretary Treasurer of Powersite Community Center, Jack Cole, Road & Bridge Administrator, David Clark, County Auditor, and Dorothy Keys, Deputy Clerk.

Discussion ensued.

**RECESS: 10:22 A.M.** 

RECONVENE: 10:26 A.M.

**EXECUTIVE SESSION: 10:27 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: 10:40 A.M.

#### 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 Dorothy Keys, Deputy Clerk.

The commission met with their staff to review the day's business and go over the agenda.

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Presiding Commissioner ; Eastern Commissioner 5K; Western Commissioner

#### ADJOURNMENT

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

ADJOURN: 10:42 A.M.

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