OFFICIAL COMMISSION MINUTES AUGUST 25TH, 2025 – 10th DAY OF THE JULY ADJOURN TERM

FORMAL AGENDA

The County Commission met in the Commission Conference 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 9:03 a.m.

COMMISSION REMARKS

Presiding Commissioner Plummer stated that next Monday, the Courthouse will be closed in observance of Labor Day and the Commission will meet next Tuesday.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Keys moved to approve Checks #484539 through Check #484550, Checks #484552 through Check #484616, no Warrants, Journal Entries or Transfers, and Voided Check #484551. 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 Session Minutes and Executive Session Minutes for August 18th, 2025. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

BOARD APPOINTMENTS FOR AIRPORT BOARD

Mike Mulnik, Airport Administrator, was present.

Commissioner Williams moved to appoint Chris Carlson and Bill Jones to the Taney County Airport Board of Trustees effective August 1, 2025 through July 31, 2029. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

Commissioner Williams moved to appoint General James Schreffler to the Taney County Airport Board of Trustees effective August 25, 2025 through July 31, 2028. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

APPROVAL OF BID RECOMMENDATION 202507-583 FOR LAW ENFORCEMENT **PATROL RIFLES**

Sgt. Jeremy Wilson, Range Instructor, and Jordyn Marler, Commission Assistant, were present.

Commissioner Williams moved to award Bid #202507-583 to Black Rain Ordnance, Inc. out of Neosho, Missouri. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

APPROVAL OF NASPO VALUEPOINT DEFICIENCY QUOTE STATE OF MO CONTRACT #CC232820005 FILE NO. 25-094M

Scott Terpening, Building and Grounds, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve NASPO Valuepoint Deficiency Quote Agreement by and between Johnson Controls and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).





File No. 25-094M

Date: 7/23/2025

RE: State of Missouri Contract #CC232820005 NASPO ValuePoint **Deficiency QUOTE**

Purchasing Authority Contact

Name: Renee Brusca Phone #: 417-546-7920

Email Address: reneeb@co.taney.mo.us

Street Address: 132 David St

Service Location

Name: Taney County Old Courthouse Street Address: 132 David St City, State, Zip: Forsyth, Mo, 65653

Inspection SR#: 59732212

Dear State of Missouri Contract #CC232820005:

The attached quote is furnished under the Johnson Controls Fire Protection State of Missouri Contract #CC232820005, NASPO Value Point Master Contract #99SWC-NV23-16261 and it identifies parts/materials and/or labor for services work to be performed by Johnson Controls Fire Protection.

To approve this quote, please sign it, scan and email your approval to shawn.fargo@jci.com. Upon your approval, our local office will contact you within 10 business days to schedule the service.

If you have any questions, I can be reached at: Enter Phone Number.

We appreciate your business and look forward to working with you.

Respectfully,

Local Branch #

333 2757 S austin Ave Springfield MO 65807 417-414-8196

Sales Rep:

Shawn Fargo

JCFP Deficiency Quote Form: Revised 8/2023

; Eastern Commissioner SK; Western Commissioner Presiding Commissioner

APPROVAL OF NOTICE OF RENEWAL FOR PRINTING, MAILING, AND EMAIL **SERVICES FILE NO. 25-093AS.**

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Notice of Renewal for Printing, Mailing, and Email Services by and between Diversified Companies, LLC., dba DivcoData and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-093AS

NOTICE OF RENEWAL

To: Diversified Companies, LLC. Dba DivcoData, John Dawson, Managing Partner, 3721 Powers Ct., Chattanooga, Tennessee 37416.

Notice is given that the County of Taney, Missouri hereby renews its agreement with Diversified Companies, LLC. Dba DivcoData, for printing, mailing & email services, commencing July 15, 2025, for a period of one (1) year, which will expire on July 14, 2026. A copy of this agreement is attached hereto as Exhibit A.

Memmer Nick Plummer, Presiding Commissioner Date: 08-25-2025

ATTEST: I, Stephanie Spencer, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Nick Plummer, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: Stephanie Spencer, County Clerk

Date: 8/25/2025

Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

Date: 8/25/2025

APPROVAL OF GIS PROFESSIONAL SERVICES AGREEMENT REVISED FILE NO. 25-090IT

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the GIS Professional Services Agreement as corrected, by and between Taney County and Sidwell Company. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

Taney County, MO GIS Professional Services



1. Preamble

THIS CONTRACT ("contract") is made by between THE SIDWELL COMPANY (a subsidiary of Harris Computer Corporation), an Illinois corporation with its principal place of business located in St. Charles, Illinois, hereinafter called "Sidwell," as party of the first part, and TANEY COUNTY, a political subdivision of the State of MISSOURI, hereinafter called the "Agency," as party of the second part, WITNESSETH:

WHEREAS, **Sidwell** is in the business of providing Geographic Information Services and other Professional Services for various governmental agencies in the United States; and

WHEREAS, the **Agency** is desirous of having Sidwell provide Geographic Information Services and/or other Professional Services; and

NOW, THEREFORE, in consideration of the mutual agreements made herein, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows.

Sidwell will perform the services described in the scope of work that follows and the Agency will make the payments set forth in Sections "Project Costs" and "Additional Provisions", below.



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APPROVAL OF ADDENDUM TO INTERGOVERNMENTAL AGREEMENT WITH CITY OF HOLLISTER - TURKEY CREEK RIVER GAUGE FILE NO. 25-085CM

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Keys moved to approve the Addendum to Intergovernmental Agreement by and between the City of Hollister, Missouri and Taney County File #25-085CM. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-085CM

ADDENDUM TO INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS ADDENDUM, made and entered into this day of August, 2025 ("Effective Date"), by and between Taney County, Missouri ("County"), a county of the first classification and the City of Hollister, Missouri ("City"), a city of the fourth classification.

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 County anticipates entering into a Joint Funding Agreement for Water Resource Investigations ("Joint Funding Agreement") with the U.S. Department of the Interior, U.S. Geological Survey ("USGS") for the operation and maintenance of a stream gage on Turkey Creek near Hollister, Missouri (the "Program"); and

WHEREAS, the cost of the Program is \$16,900 for the period of October 1, 2025 to September 30, 2026; and

WHEREAS, the County and the City desire to share in the cost of the Program for the benefit of the citizens of the City and County; and

WHREAS, the County and the City entered into an Intergovernmental Agreement dated August 30, 2023 ("Agreement"), outlining the terms of their agreement with respect to sharing in the cost of the Program; and

WHEREAS, the County and City desire to extend the term of the Agreement for an additional year;

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

- Reimbursement. The City agrees to reimburse the County for one-half (1/2) of the cost of the Program in the amount Eight Thousand, Four Hundred Fifty Dollars and No Cents (\$8,450) to cover the costs of the necessary field and analytical work for the operation and maintenance of a stream gage on Turkey Creek near Hollister, Missouri, to be paid by the City to the County in equal amounts on a quarterly basis. The County may invoice the City, or may provide the billing statement from USGS to the City which shall constitute notice of the obligation by the City to pay the County pursuant to this paragraph.
- Term. The term of this Agreement shall be from October 1, 2025, through September 30, 2026. In the event the County terminates the Joint Funding Agreement, the County or City may also terminate this Agreement by providing 60 days written notice to the other party.
- Terms and Conditions. Except as specifically set forth herein, the terms and conditions of the Agreement shall remain in full force and effect.

APPROVAL OF JOINT FUNDING AGREEMENT WATER RESOURCE **INVESTIGATIONS FILE NO. 25-084CM**

Commissioner Keys moved to approve the Joint Funding Agreement for Water Resource Investigations by and between Taney County and the U.S. Geological Survey File #25-084CM. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 25-084CM

Form 9-1366 (May 2018)

U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement FOR

Customer #: 6000008465 Agreement #: 26NFJFA228 Project #: NE009KT TIN #: 44-6000607

Water Resource Investigations

Fixed Cost Agreement YES[X]NO[]

THIS AGREEMENT is entered into as of October 1, 2025, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Taney County, Missouri party of the second part.

- 1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for operation and maintenance of one (1) streamgaging station Turkey Creek near Hollister, MO, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.
- 2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(b) \$16,900

by the party of the first part during the period October 1, 2025 to September 30, 2026

by the party of the second part during the period October 1, 2025 to September 30, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- The performance period may be changed by mutual agreement and set forth in an exchange of letters
- 3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party
- 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices)

OLLIS AKERS CLAIMS REVIEW (MAY GO INTO EXECUTIVE SESSION)

John Akers, Insurance Broker of Record for Ollis|Akers|Arney representing Taney County, and Erika Gaynor, Group Benefits Advisor, were present.

Discussion ensued.

GREAT RIVER ENGINEERING ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Jack Cole, Road & Bridge Administrator, Austin Hostettler, Engineer at Great River Engineering, Blake Setzer, Great River Engineering, Weston Hanger, Civil Engineer Great River Engineering, and Kim Lovelace, Deputy Clerk, were present.

Discussion ensued.

Presiding Commissioner ; Eastern Commissioner 5k; Western Commissioner

EXECUTIVE SESSION: 10:00 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: 10:17 A.M.

RECESS: 10:17 A.M.

RECONVENE: 10:21 A.M.

TIME CLOCK PLUS ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Dawn Bilyeu, A/P & Payroll, Nikki Lawrence, Purchasing Director & Legal Liaison, David Clerk, Auditor, Melissa Trotter, Database Manager, Ty Boyd, Payroll Assistant, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

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 Kim Lovelace, Deputy Clerk.

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

ADJOURNMENT

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

ADJOURN: 10:55 A.M.

The minutes were taken and typed by Kim Lovelace, Deputy Clerk.

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