

**OFFICIAL  
COMMISSION MINUTES  
JULY 15<sup>th</sup>, 2024 – 3<sup>rd</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 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**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #476668 through Check #476681, Checks #476683 through #476714, Warrants #8425 through Warrant #8426, and no Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Check #476682. Presiding Commissioner Plummer seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (abstain).

**APPROVAL OF PAYROLL**

Commissioner Williams moved to approve Payroll. Commissioner Wyatt 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 for July 8<sup>th</sup>, 2024. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

**PLANNING & ZONING REZONE REQUESTS**

Scott Starrett, Planning & Zoning Administrator, Amber Epps, Planning & Zoning Assistant and Cody Stice, Planning & Zoning Assistant Administrator & Environmental Services Coordinator, were present.

**ORDER #07-15-2024-01, BILLY AND HANNAH WARE PARCEL #05-5.0-22-000-000-010.007 LOCATED AT 7851 STATE HWY 176, WALNUT SHADE, MO**

The following individuals appeared in front of the Commission in reference to Order #07-15-2024-01:

Billy and Hannah Ware – Applicants – 7851 State Highway 176, Walnut Shade, Mo  
Taylor Horner – 501 Oakbrook Estates Lane, Walnut Shade, Mo  
Ryan Hughes – 778 Reno Springs Rd., Walnut Shade, Mo  
Terrie May – 482 Oakbrook Estates Lane, Walnut Shade, Mo  
Susan Kempf – 481 Oakbrook Estates Lane, Walnut Shade, Mo  
Tara Chapman – 110 Tree Line Dr., Walnut Shade, Mo  
Linda Riddle – 461 Oakbrook Estates Lane, Walnut Shade, Mo  
Greg Vidito – 7954 State Highway 176, Walnut Shade, Mo  
Keith Collison – 7911 State Highway 176, Walnut Shade, Mo

Presiding Commissioner NP; Eastern Commissioner SL; Western Commissioner W

Commissioner Wyatt moved to deny Order #07-15-2024-01. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER NUMBER: 07-15-2024-01

ORDER of the  
TANEY COUNTY COMMISSION  
FORSYTH, MISSOURI

DATE: July 15, 2024

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on July 8, 2024, the Taney County Planning Commission failed to pass the motion to recommend approval, to the Taney County Commission, the amendment to the Zoning District map grid number D18, Jasper Township, the remaining 11 acres of the Ware Estates Subdivision recorded July 1, 2024 to RV-1 Recreational Vehicle Park District (parcel number: 05-5.0-22-000-000-010.007 as of July 9, 2024), with the following four conditions: limit the number of RV sites to eight, the location of the sites are placed as presented in the Public Hearing, covenants and rules shall be recorded in the Taney County Recorder's office, and the driveway for the park shall be off of State Hwy 176, requested by Billy and Hannah Ware, part of (parcel number: 05-5.0-22-000-000-010.007 as of July 9, 2024), parcel number: 05-5.0-22-000-000-010.006 as of July 8, 2024 located at 7851 State Hwy 176, Walnut Shade, Missouri, to the Taney County Commission and

NOW, THEREFORE, on this 15th day of July 2024, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Deny and seconded, the Taney County Commission voted 3 in favor, 0 opposed, and 0 abstain to amend the Taney County, Missouri Zoning District map D18, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.


IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District Not Be amended as follows and pursuant to the information below:


Parcel Number	Location	Map Grid #	Township	Zoning District
05-5.0-22-000-000-010.007	7851 State Hwy 176	D18	Jasper	RV-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 15th day of July 2024, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION

  
Nick Plummer  
Presiding Commissioner

  
Sheila Wyatt  
Commissioner, Eastern District

  
Brandon Williams  
Commissioner, Western District

ATTEST:

  
Stephanie Spencer, County Clerk 7/15/2024



**ORDER #07-15-2024-02 THE PLANNING COMMISSION PARCEL #08-3.0-06-000-000-005.001 LOCATED AT 1150 BUCHANAN RD., BRANSON, MO**

Commissioner Williams moved to approve Order #07-15-2024-02, changing to M-1.  
Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER NUMBER: 07-15-2024-02

**ORDER of the  
TANEY COUNTY COMMISSION  
FORSYTH, MISSOURI**

DATE: July 15, 2024

SUBJECT: Zoning District Amendment

**WHEREAS**, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

**WHEREAS**, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

**WHEREAS**, on July 8, 2024, the Taney County Planning Commission recommends approving, to the Taney County Commission, the amendment to the Zoning District map grid number F16, Branson Township, to zone 5.59-acre parcel to M-1 Light Manufacturing or Industrial District, requested by The Planning Commission, parcel number: 08-3.0-06-000-000-005.001, located at 1150 Buchanan Rd, Branson, Missouri, to the Taney County Commission and

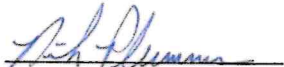
**NOW, THEREFORE**, on this 15th day of July 2024, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Approve and seconded, the Taney County Commission voted 3 in favor, 0 opposed, and 0 abstain to amend the Taney County, Missouri Zoning District map F16, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

**IT IS HEREBY ORDERED** that the Taney County, Missouri Zoning District Be amended as follows and pursuant to the information below:

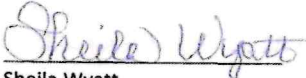
Parcel Number	Location	Map Grid #	Township	Zoning District
08-3.0-06-000-000-005.001	1150 Buchanan Rd	F16	Branson	M-1

**IT IS FURTHER ORDERED** that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 15th day of July 2024, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

**TANEY COUNTY COMMISSION**



Nick Plummer  
Presiding Commissioner



Sheila Wyatt  
Commissioner, Eastern District



Brandon Williams  
Commissioner, Western District

ATTEST:

  
Stephanie Spencer, County Clerk 7/15/2024



**APPROVAL CITY OF ROCKAWAY BEACH FUNDING AGREEMENT APPROVAL  
REQUEST FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT FORCE  
MAIN & LIFT STATION REPLACEMENT WWTF FILTER BUILDING CONTROL  
PANEL REPLACEMENT (DESIGN & BIDDING PHASE)**

John Soutee, Environmental Services Coordinator, was present.

Commissioner Wyatt moved to approve the Funding Agreement with the City of Rockaway as requested for the Wastewater System Improvement Project for the Force Main & Lift Station Replacement and the Wastewater Treatment Filter Building Control Panel Replacement in the amount of \$419,000. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

***INTER-GOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
TANEY COUNTY, MISSOURI  
THE CITY OF ROCKAWAY BEACH***

**WASTEWATER SYSTEM IMPROVEMENTS PROJECT  
FORCE MAIN & LIFT STATION REPLACEMENT  
WWTF FILTER BUILDING CONTROL PANEL REPLACEMENT  
(DESIGN ENGINEERING & BIDDING PHASE)**

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

**WITNESSETH:**

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

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

**WHEREAS**, pursuant to section 70.220 RSMo, the County and City 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 may enter into agreements for the purpose of making improvements to sewer systems within Taney County 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 in areas of Taney County to finance capital improvements to their waste water infrastructure. It has been determined that the project (Wastewater System Improvements Project - Design Engineering & Bidding Phase) is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. **This project will provide for the engineering design services necessary to develop plans and specifications specific to the replacement of the City's major force main and the two lift stations that pump into the force main. The project will also provide funding for the replacement of the WWTF filter building control panel, which is essential for the proper operation of the treatment facility.**

**APPROVAL CITY OF ROCKAWAY BEACH FUNDING AGREEMENT APPROVAL  
REQUEST FOR WASTEWATER SYSTEM IMPROVEMENTS PROJECT – PHASE 1  
BOYS CAMP RD SUBDIVISION AREA**

John Soutee, Environmental Services Coordinator, was present.

Commissioner Williams moved to approve the Intergovernmental Funding Agreement by and between Taney County and the City of Rockaway Beach for the Rockaway Beach Wastewater System Improvements Project, Phase 1 Boys Camp Road Subdivision Area. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

***INTER-GOVERNMENTAL FUNDING AGREEMENT  
BETWEEN  
TANEY COUNTY, MISSOURI  
AND  
THE CITY OF ROCKAWAY BEACH***

**ROCKAWAY BEACH WASTEWATER SYSTEM IMPROVEMENTS  
PROJECT - PHASE 1  
BOYS CAMP ROAD SUBDIVISION AREA  
(DESIGN ENGINEERING & BIDDING PHASE)**

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

**WITNESSETH:**

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

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

**WHEREAS**, pursuant to section 70.220 RSMo, the County and City 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 may enter into agreements for the purpose of making improvements to sewer systems within Taney County 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 in areas of Taney County to finance capital improvements to their waste water infrastructure. It has been determined that the project (Rockaway Beach Wastewater System Improvements Project - Phase 1 Design Engineering & Bidding Phase) is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. **This project will provide for the engineering design services necessary to develop plans and specifications specific to planned upgrades of the two lift stations and repair / replacement of the existing gravity sewer collection system serving this project area. This request also includes funding for the bidding phase portion of the project.**

**AGREEMENT FOR PRINTING, MAILING & EMAIL SERVICES #24-093AS**

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Printing, Mailing & Email Services by and between Taney County and Diversified Companies, LLC d/b/a DivcoData. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-093AS

Agreement  
for  
Printing, Mailing & Email Services

THIS AGREEMENT dated the 15<sup>th</sup> day of July 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Diversified Companies, LLC dba DivcoData, Chattanooga, Tennessee (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 printing, mailing & email services for the Taney County Assessor's Office, shall include the Contractor's bid response to County's Request For Bid # 202405-556 ("RFB"), the Bid Worksheet and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). 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: \$46,411.20 plus the per unit price of any quantities in excess of those set forth in Exhibit A, and any quantities in excess of 6,000 for the item descriptions set forth in Section 4 of Exhibit A, as quoted in attached bid response. If certain unusual circumstances occur specific to Services or product availability, the 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 extend for a period of one (1) year 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 year 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 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

**AGREEMENT FOR DOUBLE DRUM ROLLER #24-094RB**

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

Commissioner Williams moved to approve the Agreement for Double Drum Roller by and between Taney County and G.W. Van Keppel. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-094RB

Agreement  
for  
Double Drum Roller

THIS AGREEMENT ("Agreement") dated the 15<sup>th</sup> day of July 2024, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and G.W. Van Keppel, Kansas City, Missouri (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 to purchase one (1) double drum roller ("Equipment") shall include Contractor's bid response to County's Request For Bid #202406-559, all of 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$69,500.00. If certain unusual circumstances occur specific to Equipment 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. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing must 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.

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 COURTHOUSE FLOORING REHABILITATION #24-089M**

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

Commissioner Williams moved to approve the Agreement for Courthouse Flooring Rehabilitation by and between Dedmon Floor Covering and Taney County contingent upon receiving or making available the required bonding due to the price being above \$50,000. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Agreement  
For  
Courthouse Flooring Rehabilitation

No. 24-089M

THIS AGREEMENT dated the 15<sup>th</sup> day of July 2024 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Dedmon Floor Covering, of Hartville, Missouri (-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 floor covering and providing necessary installation ("Service/Product"), shall include the Contractor's bid response to County's Request For Proposal #202405-555 and any applicable addenda which are attached hereto as Exhibit A and incorporated herein by reference. Service or product 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. Product provided under this Agreement shall not exceed the price as quoted in attached bid response of \$183,840.60. Submitted pricing to remain in effect and available for all listed building materials for a period of 30 days commencing on the date this Agreement is fully executed. If certain unusual circumstances occur specific to Product availability, the County may consider all other 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, details of which are attached to the signed bid, also as 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 as 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. In the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.
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.



**PADDED CELL QUOTE #24-088M**

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

Commissioner Williams moved to approve the quote for padded cell by and between Marathon Engineering Corporation and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-088S



MARATHON ENGINEERING CORPORATION

5615 2<sup>nd</sup> STREET WEST  
LEHIGH ACRES, FL 33971  
PH: (239) 303-7378 FX: (239) 303-7364

Quote # 2024-1273 RI  
(Revised Scope of Work)

6/25/2024

**PROJECT QUOTE:** Taney County Jail  
**SECTION:** Safety padding Repair/Refurbish with Gold Medal Safety Padding  
**PROJECT LOCATION:** 266 Main Street, Forsyth, MO 65653  
**CONTACT:** Scott Terpening, Taney County Jail, [scottterpening3@gmail.com](mailto:scottterpening3@gmail.com) & Renee Brusca, Taney County A/P Assistant, Building and Grounds Assistant, [renee.brusca@taneycountymn.gov](mailto:renee.brusca@taneycountymn.gov)

**SCOPE OF WORK:** Provide the materials and labor to repair/refurbish the existing Gold Medal Safety Padding in the above-referenced facility. This quote is limited to refinishing the repaired area unless noted otherwise. As such, the topcoats of the finish material may not be an exact match to the existing topcoats in the facility. Photos of the damage are attached at the end of this quote. The owner shall furnish a suitable dumpster to dispose of the removed safety padding in the damaged area.

Scope of work:

1. Safety Cell: Remove the damaged floor safety padding ~~(including the bench area)~~ including the bench at the rear of the cell and replace it with new Gold Medal Safety Padding.
2. Sand down and recoat the safety padding in this cell.

This quote includes one mobilization and is valid for sixty (60) from the day of the quote. Any applicable permits/license fees and applications are not included and will be completed by others.

**PRICE:** \*\*\* Ten Thousand Three Hundred Thirty-Three Dollars (\$10,333) \*\*\*

**PAYMENT DISCOUNT:** Marathon Engineering Corporation offers a 9.25% (\$955) discount for payment in full at the time of contract issuance.

**PAYMENT TERMS & CONDITIONS:**

1. Pricing is derived from the dimensions and the Scope of Work that is expressly listed in this quote. Unless otherwise indicated, Any variance in sizes greater than 2% or any other surfaces to be padded (i.e., ceiling when not listed) will need to be considered in the form of a written change order.
2. **A CHECK OR CREDIT CARD FOR A NON-REFUNDABLE DEPOSIT OF FIFTY PERCENT (50%) IS DUE UPON SCHEDULING AND THE BALANCE AT COMPLETION OF WORK. PLEASE NOTE WE ARE CURRENTLY 60-90 DAYS OUT FROM SCHEDULING FROM THE DATE OF THE CONTRACT & DEPOSIT.**
3. Late payments (for change order work) shall accrue interest at a rate of 1.5% per month.
4. Marathon Engineering Corporation, manufacturer and installer for Gold Medal Safety Padding™, will supply a warranty for all material furnished and work performed in conjunction with the above-referenced project, per the Contract Documents and authorized modifications. The warranty shall exclude aesthetic, remedial, and punch list work. The installed Gold Medal Safety Padding shall be free from defects due to defective materials or workmanship for one (1) year from the Date of Substantial completion, which is the last day that Marathon Engineering Corporation is physically working on the project job site.
5. Pricing excludes any payment or performance bonding.
6. If any special consideration is required to meet your project's requirements, you must negotiate the additional pricing for this special accommodation when the contract is established. Pricing is based on Marathon Engineering Corporation's normal work schedules and delivery. This quote does not incorporate accommodation for overtime work, weekend work, overnight work, or double shifts in the factory to accommodate expedited delivery.
7. Pricing DOES NOT INCLUDE prevailing wages.



**NOTICE OF RENEWAL FOR MOTOR OIL & HYDRAULIC OIL #24-090RB**

Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Notice of Renewal for Motor Oil & Hydraulic Oil by and between Gabes Oil Incorporated d/b/a Heritage Petroleum, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote” Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-090RB

**NOTICE OF RENEWAL**

To: Gabes Oil, Inc. dba Heritage Petroleum, LLC, Danny Baum, Authorized Representative, 311 Tracker Road, Nixa, Missouri, 65714

Notice is given that the County of Taney, Missouri hereby renews its agreement with Gabes Oil, Inc. dba Heritage Petroleum, LLC, for motor oil & hydraulic oil, commencing July 11, 2024, for a period of (1) one year, which will expire on July 10, 2025. A copy of this agreement is attached hereto as Exhibit A.

  
\_\_\_\_\_  
Nick Plummer, Presiding Commissioner

Date: 7-15-2024

**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 Notice of Renewal.

By:   
\_\_\_\_\_  
Stephanie Spencer, County Clerk

Date: 7/15/2024

**Certification of Accounting Officer pursuant to Section 50.660RSMo:**

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.


By:   
\_\_\_\_\_  
David Clark, Taney County Auditor

Date: 7/15/2024

**RENEWAL TO CARTEGRAPH SOLUTIONS PURCHASE AGREEMENT #24-087RB**  
 Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Plummer referenced a letter from their Attorney.

Commissioner Williams moved to approve the Software Services Purchase Agreement by and between OpenGov Incorporated and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 24-087RB



OpenGov Inc.  
 660 3rd Street, Suite 100  
 San Francisco, CA 94107  
 United States

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Order Form Number: OG-00MO9922  
 Created On: 2/22/2024  
 Order Form Expiration: 7/16/2024  
 Subscription Start Date: 7/17/2024  
 Subscription End Date: 7/16/2025

Prepared By: Marguerite Kuntz  
 Email: renewals@opengov.com  
 Contract Term: 12 Months

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Customer Information

Customer: County of Taney, MO	Contact Name: Kathy Roberts
Bill To/Ship To: PO Box 1407 Forsyth, Missouri 65608 United States	Email: kathy.roberts@taneycountymo.gov

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Order Details

Billing Frequency: Annually in Advance  
 Payment Terms: Net Thirty (30) Days

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**SOFTWARE SERVICES:**

Product / Service	Start Date	End Date	Annual Fee
OMS Plus, OMS Users (11 Users), Transportation Domain	7/17/2024	7/16/2025	\$24,533.72

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**Service Terms**

Service Date: July 17, 2024	Amount: \$24,533.72	Annual Subscription Total: See Service Terms
(Annual Software Fee)		

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Order Form Legal Terms

This Order Form incorporates the OpenGov Master Services Agreement ("MSA") attached here or available at <https://opengov.com/terms-of-service/master-services-agreement/>.

The "Agreement" between OpenGov and the entity identified above ("Customer") consists of the Order Form, MSA, and, if Professional Services are purchased, the Statement of Work. Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, 30 days from receipt of the invoice.

By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by the Agreement. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the Agreement to the exclusion of all other terms.

County of Taney, MO

Signature: *[Signature]*  
 Name: Mick Plummer  
 Title: Presiding Commissioner  
 Date: 7-15-2024

OpenGov, Inc.

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**TREASURERS SEMI ANNUAL SETTLEMENT AND INVESTMENT REPORT**  
 Melanie Smith, Treasurer, was present.

Commissioner Williams moved to accept and enter into the record the Semi Annual Settlement and Investment Report as presented by the Treasurer. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).



County of **TANEY** State of Missouri

MELANIE SMITH  
TANEY COUNTY TREASURER  
P.O. BOX 576 • FORSYTH, MO 65653  
Office: (417) 546-7207 • Fax: (417) 546-6213  
Email: melanie.smith@taneycountymo.gov

**SEMI-ANNUAL SETTLEMENT  
AND INVESTMENT REPORT**

*AS OF JUNE 30, 2024*

July 15, 2024

This report is per RSMO 54.150 regarding the semi-annual settlement delivered to the Taney County Commission.

The attached report illustrates detailed fund balances, with the far right hand column providing the breakdown of year to date for each fund. This report shows the following: Beginning balances as of January 1, 2024, revenues, expenditures and ending balances per fund as of June 30, 2024.

Total Budget Funds	\$ 64,055,323.89
<u>Total Treasurer's Funds</u>	<u>\$ 5,424,372.68</u>

Grand Total All Funds \$ 69,479,696.57

The next report lists the financial institutions that hold Taney County's Certificates of Deposit and U.S. Agencies. The last report is the bank statement for the cash accounts.

Investments and breakdown of cash on hand with the County Treasurer's Office as of June 30, 2024, are as follows:

Cash in Cash Account-Treasurer Checking	\$ 6,577,244.86
Cash in Cash Account-ARPA Checking	\$ 3,401,659.41
Cash in Cash Account-Corona Virus	\$ 0.00
Certificates of Deposit	\$ 49,800,000.00
U. S. Agency Investments	\$ <u>9,700,792.30</u>
Total All Cash	\$ 69,479,696.57

Melanie Smith  
Taney County Treasurer

**RECESS: 10:38 A.M.**

**RECONVENE: 10:55 A.M.**

**EXECUTIVE SESSION: 10:56 A.M.**

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

*(Taney County Commission Hearing Room)*

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

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

**END OF EXECUTIVE SESSION: 11:04 A.M.**

**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 Lesley Wallace, 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: 11:07 A.M.**

*The minutes were taken by Lesley Wallace, Deputy Clerk and typed by Lesley Wallace, Deputy Clerk.*