

**OFFICIAL  
COMMISSION MINUTES  
MARCH 24th, 2026 – 14<sup>th</sup> 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 Plummer called the meeting to order at 9:00 a.m.

**COMMISSION REMARKS**

None.

**APPROVAL OF ACCOUNTS PAYABLE**

Commissioner Keys moved to approve Checks #487011 through Check #487083, Warrants #8792 through Warrant #8795, and four 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 AND EXECUTIVE SESSION**

Commissioner Keys moved to approved Regular Session Minutes for March 17<sup>th</sup>, 2026, and Executive Session Minutes for March 17<sup>th</sup>, 2026. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Keys (aye).

**THIRD ADDENDUM TO AGREEMENT FOR AUTOPSY & TOXICOLOGY SERVICES  
FILE NO. 26-022CR**

Commissioner Williams moved to approve the Third Addendum to Agreement for Autopsy & Toxicology Services by and between Southwest Missouri Forensics II, LLC d/b/a Southwest Missouri Forensics and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Keys (aye).

No. 26-022CR

THIRD ADDENDUM TO AGREEMENT  
for  
Autopsy and Toxicology Services

THIS ADDENDUM entered into on the 23<sup>rd</sup> day of March 2026 ("Effective Date") is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Southwest Missouri Forensics II, LLC d/b/a Southwest Missouri Forensics (hereinafter "Consultant").

WHEREAS, Consultant and County entered into an Agreement for Autopsy and Toxicology Services dated September 7, 2021 ("Agreement") as addended by the Notice of Renewal dated December 26, 2023 and the Addendum dated April 1, 2024;

WHEREAS, the parties subsequently amended the Agreement to provide for annual renewals;

WHEREAS, the parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE IN CONSIDERATION of the mutual consideration and obligations of the parties contained herein, the parties agree as follows:

1. Renewal. The term of the Agreement is hereby renewed for an additional twelve (12) month period from January 1, 2026 through December 31, 2026.

3. 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.

4. Agreement Controls. Except as set forth in this Addendum, this Addendum is subject to the Agreement and Consultant and County continue to be bound by the terms of the Agreement.

**OLL HART ROAD EASEMENT FILE NO. 26-020RB**

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

Commissioner Williams moved to approve the Oll Hart Road Easement Granted by the Department of the Army, Army Corps of Engineers for the Benefit of Taney County over portions of Oll Hart Road out of Bull Shoals Lake. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), Keys (aye).



DEPARTMENT OF THE ARMY  
LITTLE ROCK DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 867  
LITTLE ROCK, ARKANSAS 72203-0867  
www.swl.usace.army.mil

FEB 26 2026

Honorable Nick Plummer  
Presiding Commissioner, Taney County  
P.O. Box 1086  
Forsyth, Missouri 65653

Dear Commissioner Plummer:

Please refer to Easement No. DACW03-2-97-0402 for your continued use and maintenance of a roadway known as Oll Hart Road at Bull Shoals Lake on public property. This easement expires on April 28, 2026. Enclosed is new Easement No. DACW03-2-26-26022 for ten (10) years.

If you wish to make continued use of public property, please complete, sign, date, and return the following documents to the attention of Mr. Sylvester Jackson, Real Estate Division, at the above address:

- Signed and dated original copy of the easement
- Original Preliminary Assessment Screening forms (Exhibit "C" of the contract)
- Certificate of Authority
- Taxpayer Identification Form

Upon receipt of all required documents, we will execute the easement on behalf of the Government and furnish a copy for your records. If you have questions please contact Josh Whitaker at 501-340-1219 or email [joshua.c.whitaker@usace.army.mil](mailto:joshua.c.whitaker@usace.army.mil).

Sincerely,

Kimberly G. Rea, CPRP  
Chief, Management and Disposal Branch  
Real Estate Contracting Officer

Enclosures

cc:  
Operations Project Manager – Mtn. Home Project Office  
Realty Specialist – Mtn. Home Project Office

**SWAN CREEK BRIDGE EASEMENT FILE NO. 26-020RB**

Jack Cole, Road & Bridge Administrator, was present.

Commissioner Keys moved to approve the Swan Creek Bridge Easement Granted by the Department Army, Army Corps of Engineers for the Benefit of Taney County over Swan Creek Bridge near Shadow Rock Park on Bull Shoals Lake. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



DEPARTMENT OF THE ARMY  
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FEB 26 2026

Mr. Nick Plummer  
Presiding Commissioner  
County of Taney  
P.O. Box 1086  
Forsyth, Missouri 65653

Dear Commissioner Plummer:

Please refer to your recent request for the use and maintenance of a bridge near Shadow Rock Park on Bull Shoals Lake. Your request is approved. Enclosed is new Easement No. DACW03-2-26-26219 for twenty (20) years.

If you wish to make use of public property, please complete, sign, date, and return the following documents to the attention of Mr. Sylvester Jackson, Real Estate Division, at the above address with your payment:

- Signed and dated original copy of the easement
- Preliminary Assessment Screening forms (Exhibit "C" of the contract)
- Taxpayer Identification Form
- Certificate of Authority

Please provide your payment in the form of a check or money order, payable to FAO, US Army, Little Rock District, for **\$300.00**.

Upon receipt of all required documents, we will execute the easement on behalf of the Government and furnish a copy for your records. If you have questions, please contact Josh Whitaker at 501-340-1219 or email [joshua.c.whitaker@usace.army.mil](mailto:joshua.c.whitaker@usace.army.mil).

Sincerely,

Kimberly G. Rea, CPRP  
Chief, Management and Disposal Branch  
Real Estate Contracting Officer

Enclosures

cc:  
Operations Project Manager – Mtn. Home Project Office  
Realty Specialist – Mtn. Home Project Office

**ADDENDUM TO AGREEMENT FOR COUNTY ROAD SIGNS FILE NO. 26-024RB**

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

Commissioner Williams moved to approve Addendum Agreement for County Road Signs by and between Taney County and Newman Signs, Inc. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 26-024RB

ADDENDUM TO AGREEMENT  
for  
County Road Signs

THIS ADDENDUM entered into on the 23<sup>rd</sup> day of March 2026 ("Effective Date") is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Newman Signs, Inc. (hereinafter "Consultant").

WHEREAS, Consultant and County entered into an Agreement for County Road Signs dated December 5, 2022 ("Agreement");

WHEREAS, the parties desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE IN CONSIDERATION of the mutual consideration and obligations of the parties contained herein, the parties agree as follows:

1. Contract Duration. Section 3 of the Agreement is deleted and replaced to read as follows:

3. Contract Duration. The term of this Agreement shall be through June 4, 2026.

3. 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.

4. Agreement Controls. Except as set forth in this Addendum, this Addendum is subject to the Agreement and Contractor and County continued to be bound by the terms of the Agreement.

**INTER-GOVERNMENTAL FUNDING AGREEMENT BETWEEN TANEY COUNTY, MISSOURI AND THE CITY OF FORSYTH SEWAGE LIFT STATION C-4 REPLACEMENT PROJECT (CONSTRUCTION PHASE)**

Cody Stice, Planning & Zoning/Environmental Services Administrator, and Travis Heier, HDR Engineering Senior Project Manager, were present.

Commissioner Williams moved to approve the Inter-Governmental Funding Agreement by and between Taney County and the City of Forsyth. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

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

**SEWAGE LIFT STATION C-4 REPLACEMENT PROJECT  
(CONSTRUCTION PHASE)**

**THIS AGREEMENT** is made and entered into between Taney County, Missouri (hereinafter referred to as "County") and the City of Forsyth (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 Lift Station C-4 Replacement Project is feasible and meets the criteria necessary under the Sewer Sales Tax Guidelines. This project will provide for more efficient operations and greatly reduce the risk of sanitary sewer overflows. The lift station replacement project will include a new wet well structure, valve vault, pumps, controls, piping, fencing and back-up generator.

**NOW, THEREFORE**, the County and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are fully incorporated herein and considered a part of this Agreement.

1

**NOTICE OF INTENT TO DECLARE SINGLE SOURCE PROVIDER SSP #202403-553**  
 Scott Terpening, Buildings & Grounds, was present.

Commissioner Williams moved to designate and authorize E.P.M as a single feasible Soul Source to provide for the repair and maintenance of E.P.M/CTC system. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



**NOTICE OF INTENT  
 TO DECLARE  
 SINGLE SOURCE PROVIDER  
 No. 202603-593**

ORIGINATING OFFICE: Buildings & Grounds  
 PERSON(S) REQUESTING: Scott Terpening  
 CONTACT PHONE : 417-251-3221  
 DATE RELEASED: March 14, 2026  
 EADLINE / DISCUSSION DATE: March 24, 2026  
 DISCUSSION LOCATION: Taney County Commission Hearing Room, 132 David Street, Forsyth, Missouri 65653

Any/all discussions concerning the process to declare a Sole Source will be held in front of the Taney County Commission, on above date & time. Interested parties as well as the public in general are welcome. A final determination to declare will be made shortly thereafter in lieu of, or lack thereof, alternatives being presented.

Vendor Name	E.P.M., Inc.
Vendor Address	2105 Power Drive, Fulton, Missouri 65251
Vendor Phone	573-642-6550
Service Description	Repair & Maintenance of E.P.M. Computerized Temperature Control System
Estimated Cost	On-going purchase as needed

The following is a list of questions to be answered when making sole source requests. This is a formal document for submission to the County Commission. If a question is not applicable, please indicate N/A. Use layman's terms and avoid jargon and the use of acronyms.

- Please check all that apply as the reason(s) for this sole request:

  - Only Known Source-Similar service not available from another vendor.
  - Equipment or service must be compatible with existing Equipment.
  - Immediate purchase necessary to correct situation threatening life/property.
  - Lease Purchase - Exercise purchase option on lease.
  - Medical device or supply specified by physician.
  - Used Equipment - Within price set by one/two appraisal(s) by disinterested parties.
  - Other. (Explain.)
- Describe the unique features/compatibility of the service that precludes competitive bidding.

**Custom installed software and designed specifically for the specifications of the Judicial Facility, also including hardware that is building specific. The CTC system is owned by E.P.M., Inc.**
- What research has been done to verify this vendor as the only known source?

**The vendor is the only source that offers current compatibility for the software.**

**NOTICE OF RENEWAL FOR NEWSPAPER PUBLICATION SERVICES FILE NO. 26-025CM**

Presiding Commissioner Plummer referenced a letter from their attorney.

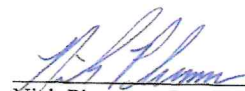
Commissioner Williams moved to approve the Notice of Renewal for Newspaper Publication Services by and between Tri Lakes Newspaper, Inc. and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 26-025CM

**NOTICE OF RENEWAL**

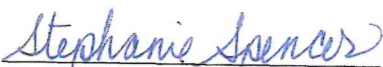
To: Tri-Lakes Newspapers, Inc., Karen Fiorelli, Authorized Representative, P.O. Box 1900, Branson, Missouri, 65615

Notice is given that the County of Taney, Missouri hereby renews its agreement with Tri-Lakes Newspapers, Inc., for newspaper publication services, commencing January 23, 2026, for a period of (1) one year, which will expire on January 22, 2027. A copy of this agreement is attached hereto as Exhibit A.

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

Date: 3-24-2026

**ATTEST:** I, Stephanie Spencer, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 3/24/2026

**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.

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

Date: 3/24/2026

## LIABILITY WAIVER AND RELEASE FOR THE SPRING FLING

Commissioner Williams moved to approve the Liability Waiver and Release for the Spring Fling, and allow Commissioner Plummer to sign. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

**LIABILITY WAIVER AND RELEASE,**  
**ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**  
**(Event Sponsor)**

In consideration of being permitted to offer, conduct, organize or sponsor the Spring Fling on April 25, 2026 and to conduct certain physical fitness activities in connection with a Strongman Competition ("Activities") on real property owned by Taney County, Missouri ("County") located 132 David Street, Forsyth, Missouri, or 266 Main Street, Forsyth, Missouri ("Premises"), which are conducted, organized or sponsored by Forsyth Chamber of Commerce, and its officers, managers, employees, volunteers, or agents, and being permitted to enter onto or participate for any purpose upon the property for which Spring Fling activities or events are offered, conducted, organized or sponsored by Forsyth Chamber of Commerce ("Chamber"), Chamber agrees as follows:

1. Chamber acknowledges, agrees, and represents that it has or will immediately upon entering the Premises and continuously thereafter, inspect the Premises, and further agrees and warrants that if at any time Chamber and its officers, managers, employees, volunteers, agents or participants are in or about the Premises and feel or observe anything to be unsafe, Chamber will immediately advise County of such and if necessary, will immediately require all officers, managers, employees, volunteers, agents, participants, observers, attendees, and all others to immediately leave the Premises.
2. Chamber and its officers, managers, employees, volunteers, agents and participants release, waive, discharge and covenant not to sue the County, or its officers, officials, employees, volunteers, or agents (collectively, the "Released Parties"), for any and all liability in connection with Spring Fling and the related Activities and Events, including any and all loss or damages, and any claim or demands on account of injury to person or property or resulting in death or injury in connection with Spring Fling and the related Activities and events arising out of or related to the Premises, and any and all Spring Fling Activities and events, whether caused by the negligence of the County, or not.
3. Chamber agrees to indemnify and save and hold harmless the County, and its officers, officials, employees, volunteers, or agents from any loss, liability, damage or cost that may be incurred arising out of or related to the Premises, and any Spring Fling activities or events, whether caused by the County, or not.
4. Chamber assumes full responsibility for any risk of bodily injury, death or property damage, including, but not limited to any person(s) on the Premises, arising out of or related to the Premises, and any Spring Fling Activities and events, whether caused by the negligence of the County, or not.
5. Chamber agrees that this Liability Waiver and Release, Assumption of Risk, and Indemnity Agreement extends to all acts of negligence by the County, and is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion is held invalid, it is agreed that the remaining part of the Agreement shall continue in full legal force and effect.

**COURT ORDERS, PERSONAL PROPERTY ABATEMENTS AND ADD-ON REPORT**  
 Stephanie Spencer, County Clerk, and Margaret Salgado, Administrative Assistant, were present.

Commissioner Williams moved to deny Abatement #215105 and approve Abatement #215102, #215103, and #215104. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

RE PAID ABATEMENTS																
AbNumber	AbYear	SuppDate	AbDate	Parcel	Name	Reason	EndRes	AdjRes	EndAg	AdjAg	EndCom	AdjCom	Notes	Approved	Denied	T
215102	2023	0000-00-00	2026-03-18	04-8.0-33-003-019-010.000	PRENGER BARBARA	CLERICAL ERROR	11454	-6176	0	0	0	0	0	X		
215103	2024	0000-00-00	2026-03-18	04-8.0-33-003-019-010.000	PRENGER BARBARA	CLERICAL ERROR	11454	-6176	0	0	0	0	0	X		
215104	2025	0000-00-00	2026-03-18	04-8.0-33-003-019-010.000	PRENGER BARBARA		0	9528	-6182	0	0	0	0	X		
215105	2025	0000-00-00	2026-03-18	10-7.0-26-000-000-015.002	STIMPFEL LAWRENCE M & LORI M	CLERICAL ERROR	33990	4710	350	6830	0	0	0		X	

Commissioner Williams moved to approve Abatement #300980 and #300981. Commissioner Keys seconded the motion. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

PP PAID ABATEMENTS											
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300980	2024	PENDING	2026-03-18	1-133013-900	THREE TEN INVESTMENTS LLC	PAID ABATEMENT CHANGE	0	-500	X		
300981	2025	PENDING	2026-03-18	1-133013-900	THREE TEN INVESTMENTS LLC	PAID ABATEMENT CHANGE	0	-500	X		

**RECESS: 9:18 A.M.**

**RECONVENE: 9:35 A.M.**

**ROUND TABLE WITH GREAT RIVER ENGINEERING**  
*(Taney County Commission Conference Room)*

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

Also present: Jack Cole, Road & Bridge Administrator, Claire Lakin, Great River Engineering Project Engineer, Jason Sivils, Great River Engineering Principal, Allyn Wright, Great River Engineering Assistant Transportation Team Leader, Austin Hostettler, Great River Engineering Project Manager, and Dorothy Keys, Deputy Clerk.

Discussion ensued.

**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.

**RECESS: 10:41 A.M.**

**RECONVENE: 11:00 A.M.**

**ADJOURNMENT**

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

**ADJOURN: 11:23 A.M.**

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