

**OFFICIAL
COMMISSION MINUTES
JULY 28th, 2026 – 4th 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 Plummer called the meeting to order at 9:00 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Keys moved to approve Checks #488473 through Check #488542, Check #488545, no Warrants, and three Journal Entry/Transfer and voided Checks #488543 and #488544. 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 MEETING MINUTES

Commissioner Williams moved to approve Regular Session Meeting Minutes for July 21st, 2026. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

AGREEMENT FOR NIGHT VISION EQUIPMENT FILE NO. 26-083S

Sgt. Jeremy Wilson, Range Instructor, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Night Vision Equipment by and between TNVC Inc. and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

Agreement
for
Night Vision Equipment

THIS AGREEMENT ("Agreement") dated the 28 day of July 2026 is made between Taney County, Missouri, a political subdivision of the State of Missouri (hereinafter "County") and TNVC Inc., Redlands, California (hereinafter "Contractor").

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

1. Contract Documents. The Contract Documents to this Agreement for night vision equipment and related accessories ("Equipment") shall include the Notice of Intent to Declare Single Source Provider SSP #202606-604, which are attached hereto as Exhibit A and Quote No. Q-003580 as Exhibit B, and incorporated herein by reference ("Contract Documents"). 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. The County agrees to purchase from the Contractor and the Contractor agrees to sell to the County pursuant to the Contract Documents for the total contract price of \$176,777.52. If certain unusual circumstances occur specific to 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, or as otherwise provided in this Agreement or the Contract Documents. This Agreement may only be extended by the order of the County, subject to the pricing and delivery clauses as agreed to, and provided by the Contract Documents.

4. Billing and Payment. All billing shall be invoiced with specific department information. 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. Termination. This Agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. Due to a material breach of any term or condition of this agreement, or
- b. If in the opinion of the Taney County Commission delivery of products is delayed or products delivered are not in conformity with specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

BID RECOMMENDATION RFB# 202606-603 FOR ELECTRICAL WORK

Scott Terpening, Building & Grounds, was present.

Commissioner Williams moved to award Bid #202606-603 - Primary to Castro Electric, Inc; and Secondary to K&R Electric, Inc. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

MASTER SERVICE AGREEMENT FOR ELECTRONIC RECYCLING SERVICE FILE NO. 26-082PZ

Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Master Service Agreement for Electronic Recycling Services by and between Didion Orf Recycling and Taney County with the proposed changes by counsel. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



**Didion Orf Recycling
Master Services Agreement (MSA)
Electronic Recycling (E-Scrap) Services**

No. 26-082PZ

1. Purpose

This Agreement establishes the terms and conditions under which Didion Orf will provide Electronic Recycling and related services to Client to be executed by both parties from time to time.

2. Scope of Services

Didion Orf may provide services including, but not limited to:

- Logistics (pickup and transportation)
- Issuance of Certificates of Recycling
- Add-on ITAD Services (e.g. physical data destruction) at a cost per unit to Client.
- Commodity Purchase for Positive Value Items
- Payment Settlements and Invoices

Specific services regarding ITAD Services and deliverables will be defined in each applicable SOW.

3. Term and Termination

3.1 Term

This Agreement shall commence on the Effective Date and remain in effect for one (1) year, automatically renewing for successive one-year terms unless terminated by either party with thirty (30) days' written notice.

3.2 Termination

Either party may terminate this Agreement or any SOW:

- For cause, if the other party materially breaches this Agreement or an SOW and fails to cure such breach within thirty (30) days after written notice.
- For convenience, with thirty (30) days' prior written notice (affecting future SOWs only).

4. Fees and Payment

4.1 Fees

Fees for services will be specified in each applicable SOW and/or outlined in the load settlements, invoices, price lists, etc.

4.2 Invoicing and Payment

Invoices will be issued according to terms specified in the SOW. Client shall pay all undisputed amounts within net 30 days of invoice date.

4.3 Taxes

AGREEMENT FOR COMPACT TRACK LOADER (1 OR MORE) FILE NO. 26-084RB

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

Commissioner Williams moved to approve the Agreement for Compact Track Loader (1 or More) by and between John Fabick Tractor Company and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 26-084RB

Agreement For Compact Track Loader (1 or more)

THIS AGREEMENT dated the 28th day of July 2026 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and John Fabick Tractor Company, St. Louis, 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 three (3) compact track loader for the Road & Bridge Department ("Equipment") shall include Sales Agreement dated July 20, 2026, cooperative purchase through Sourcewell Contract No. 011723-CAT and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. This Agreement shall be subject to the requirements, terms, and conditions set forth in the Contract Documents. 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 from the Contractor and the Contractor agrees to sell to the County pursuant to the Contract Documents for the total contract price of \$242,908.47. 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, 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 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.

RECESS: 9:08 A.M.

RECONVENE: 9:28 A.M.

GREAT RIVER ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Dennis Wiggins, Taney County Partnership Director of Business Retention & Expansion, Jonas Tavares, Taney County Partnership Director of Workforce Development, Claire Lakin, Great River Project Manager, Allyn Wright, Great River Assistant Transportation Team Leader, Jack Cole, Road & Bridge Administrator, David Clark, County Auditor, and Stephanie Spencer, County 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: Nikki Lawrence, Purchasing Director & Legal Liaison, David Clark, County Auditor, and Stephanie Spencer, County Clerk.

Discussion ensued.

ADJOURNMENT

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

ADJOURN: 10:15 A.M.

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

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