

**OFFICIAL
COMMISSION MINUTES
AUGUST 4th, 2026 – 5th 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 #488568 through Check #488599, Warrant #8879, and no Journal Entry/Transfers. Commissioner Williams 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 28th, 2026. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

APPROVAL OF LETTER OF SUPPORT – REDBUD GARDENS, L/P BRANSON ESTATES APARTMENTS REHABILITATION

Commissioner Williams moved to approve the Letter of Support for the Redbud Gardens Branson Estates Apartment Rehabilitation. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



OFFICE OF
NICK D. PLUMMER
PRESIDING COMMISSIONER
Nick.Plummer@taneycountymo.gov

BRANDON W. WILLIAMS
WESTERN DIST. COMMISSIONER
Brandon.Williams@taneycountymo.gov

SHANE W. KEYS
EASTERN DIST. COMMISSIONER
Shane.Keys@taneycountymo.gov

County of **TANEY** State of Missouri

TANEY COUNTY COURTHOUSE
P.O. BOX 1086 • FORSYTH, MO 65653
Office: (417) 546-7204 • Fax: (417) 546-3931
www.taneycounty.org
commission@taneycountymo.gov

August 4, 2026

Mr. Kip Stetzler
Executive Director
Missouri Housing Development Commission
1201 Walnut St., Suite 1801
Kansas City, MO 64106

RE: Letter of Support – Redbud Gardens, LP / Branson Estates Apartments Rehabilitation, 1507 Bee Creek Rd, Branson, Missouri

Dear Mr. Stetzler:

On behalf of Taney County, Missouri, we are writing to express our support for the application of Redbud Gardens, LP, to the Missouri Housing Development Commission's Competitive Federal and State 9% Low Income Housing Tax Credit program for the rehabilitation of Branson Estates Apartments. Taney County recognizes the ongoing need for quality, affordable rental housing for its residents, and we support this development's efforts to preserve and improve existing affordable housing stock within the county.

To further demonstrate our support for this development, Taney County commits to waiving any building permit, plan review, or other local development fees within its authority that may be applicable to this project. To the extent such fees are not assessed by the County, none will be charged in connection with the rehabilitation of Branson Estates Apartments.

We appreciate MHDC's consideration of this application and welcome any questions you may have.

Sincerely,

Nick Plummer, Presiding Commissioner
Taney County, Missouri

Brandon Williams, District 1 Commissioner,
Taney County, Missouri

Shane Keys, District 2 Commissioner,
Taney County, Missouri

APPROVAL OF NASPO VALUEPOINT DEFICIENCY PROPOSAL STATE OF MISSOURI CONTRACT #CC232820005 (OLD COURTHOUSE) (FILE No. 26-090M) Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Keys moved to approve the NASPO ValuePoint Deficiency Proposal State of Missouri Contract between Johnson Controls and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



FROM	TO
Company Name: Johnson Controls Fire Protection	Company Name: Enter Customer Name
Contact: Sales Representative Name	Contact: Enter Contact Name
Phone#: Enter Phone Number	Phone #: Enter Phone Number
Email Address: Enter Email Address	Email Address: Enter Email Address

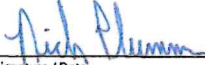
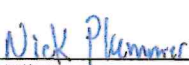
State of Missouri # CC232820005 Deficiency Proposal – Time & Material Only

SCOPE OF WORK: Two 5lb ABC extinguishers and eight 10lb ABC extinguishers are due for hydrostatic testing and recharge. One 5lb ABC extinguisher and nineteen 10lb ABC extinguishers are due for six year maintenance	
TIME & MATERIALS: Estimated labor hours 2 @ rate of \$133.00 per hour (Labor to be performed during normal business hours only, unless otherwise specified)	\$266.00
Estimated Parts/Materials: Cost Plus as follows: Material Markup: Cost Plus 35% Subcontractor Markup: Cost Plus 30%	\$1,149.90
Subcontractor (If required)	Click here to enter text.
Permits / Fees	Click here to enter text.
Additional testing (i.e.: Certification test by AHJ)	Click here to enter text.
Total estimated price for labor & materials for above scope (Billing will depict actual labor, materials used, and tax)	\$1,415.90
Summary reason for repair: Fire Extinguisher Inspection Deficiencies	

PLEASE NOTE: The information provided to you is privileged and confidential and is submitted as contractor bid or proposal information. Accordingly, disclosure of this information to any non-Government source is prohibited. This information cannot be used to solicit other quotes, estimates, proposals or offers from other sources. Quotation valid for 30 days from date of quote.

By means of my signature I certify that I have authorization to order this work via the specified State of Missouri, NASPO ValuePoint contract and authorize the completion of the above-mentioned work to be performed by Johnson Controls Fire Protection. I am fully authorized to approve this quote and to approve payment.

APPROVED BY

 Signature / Date	8-4-26	 Print Name
---	--------	--

PO#

(NOTE: State of MO / NASPO ValuePoint Contract # must be on PO. If PO# is the same as existing PO# on file, we will need a Modification showing the addition of these charges.)

By means of my signature I hereby decline to have the above-mentioned work performed by Johnson Controls Fire Protection. I am fully authorized to make this decision on behalf of the above-mentioned ordering activity.

DECLINED BY

Signature / Date	Print Name
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BID RECOMMENDATION FOR DRUG SCREENING SERVICES RFB #202605-596

Dawn Muller, Employee Benefits, was present.

Commissioner Williams moved to award Bid #202605-596 to Thomas Medical Testing LLC, dba KT Health Clinic. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

APPROVAL OF 2027 DEPUTY SHERIFF SALARY SUPPLEMENTATION FUND (DSSSF) AWARD AGREEMENT (FILE NO.26-086S)

Kim Schade, Administrative Assistant, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

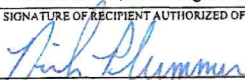
Commissioner Williams moved to approve the 2027 Deputy Sheriff Salary Supplementation Fund Award Agreement by and between Missouri Department of Public Safety and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



MoSMART Board
Missouri Department of Public Safety
Office of Homeland Security
DPS Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-522-6125 Fax: 573-526-9012

AWARD AGREEMENT

DATE	07/01/2026	
AWARD NUMBER	2026-DSSSF-90	

RECIPIENT NAME Taney County, Sheriff's Office		
ADDRESS P.O. Box 1005		
CITY Forsyth	STATE MO	ZIP CODE 65653
TOTAL AMOUNT OF THE AWARD \$202,230.00		
PROJECT PERIOD FROM 07/01/2026	PROJECT PERIOD TO 06/30/2027	AWARD DATE 07/01/2026
PROJECT TITLE SFY 2027 DSSSF - Taney County, Sheriff's Office		FUNDED BY MoSMART Board
AWARDING AGENCY Missouri Department of Public Safety		
METHOD OF PAYMENT (Reimbursement -- Advanced) Reimbursement		
CONTACT INFORMATION		
DPS GRANTS CONTACT		RECIPIENT PROJECT DIRECTOR
NAME Maggie Glick		NAME Brad Daniels, Sheriff
E-MAIL ADDRESS Maggie.Glick@dps.mo.gov		ADDRESS P.O. Box 1005
TELEPHONE 573-526-3510		CITY, STATE AND ZIP CODE Forsyth, Missouri 65653
PROGRAM MANAGER Joni McCarter		TELEPHONE 417-546-7250
		E-MAIL ADDRESS brad.daniels@taneycountymo.gov
SUMMARY DESCRIPTION OF PROJECT The Deputy Sheriff Salary Supplementation Fund (DSSSF) was created pursuant to <u>Section 57.278 RSMo</u>. The DSSSF consists of monies collected from charges for service received by county sheriffs under subsection 4 of <u>Section 57.280 RSMo</u> and deposited into the state treasury. The state treasurer shall be the custodian of the DSSSF, and consequently the monies are deemed state monies. The DSSSF shall be used solely to supplement the salaries and employee benefits resulting from such salary increases, of county deputy sheriffs. The DSSSF program is administered by the Missouri Sheriff Methamphetamine Relief Taskforce (MoSMART) created under <u>Section 650.350 RSMo</u>. Technical assistance through administrative duties is provided to the MoSMART Board by the Missouri Department of Public Safety, Office of Homeland Security, DPS Grants.		
AWARDING AGENCY APPROVAL		RECIPIENT AUTHORIZED OFFICIAL APPROVAL
TYPED NAME AND TITLE OF MoSMART Board OFFICIAL Ranee Kaiser, MoSMART Board Chair		TYPED NAME AND TITLE OF RECIPIENT AUTHORIZED OFFICIAL Nick Plummer, Presiding Commissioner
SIGNATURE OF APPROVING MoSMART Board OFFICIAL	DATE	SIGNATURE OF RECIPIENT AUTHORIZED OFFICIAL
		
		DATE 8-4-26

APPROVAL OF ADDENDUM TO MOU – SRO PROGRAM (FILE NO. 26-087S)

Kim Schade, Administrative Assistant, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Addendums to the Memorandums of Understanding by and between Taney County and each of Taneyville R-II School District; Bradleyville R-I School District; Branson R-IV School District; Hollister R-IV School District; and Kirbyville R-VI School District. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

TANEYVILLE R-II SCHOOL DISTRICT

No. 26-087S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM TO (“Addendum”) is entered into by and between TANEY COUNTY, MISSOURI (“County”), the TANEY COUNTY SHERIFF’S OFFICE (“TCSO”), TANEYVILLE R-II SCHOOL DISTRICT (“District”)

WHEREAS, the parties previously entered into a Memorandum of Understanding relating to the County’s assignment of TCSO officers to the District (“MOU”), attached hereto as Exhibit A;

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2026-27 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2026 through July 31, 2027. The MOU shall automatically renew for subsequent terms of one (1) year unless terminated by either party by giving thirty (30) days’ advance written notice or in accordance with the terms of this MOU.

2. This Addendum is subject to the MOU and to each and every term, covenant, condition and agreement set forth therein. County, TCSO and District continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The MOU is modified only to the extent provided in paragraphs 1 and 2, above.

[Remainder of this page intentionally left blank.]

BRADLEYVILLE R-I SCHOOL DISTRICT

No. 26-087S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM ("Addendum") is entered into by and between TANEY COUNTY, MISSOURI ("County"), the TANEY COUNTY SHERIFF'S OFFICE ("TCSO"), and BRADLEYVILLE R-I SCHOOL DISTRICT ("District").

WHEREAS, the parties previously entered into a Memorandum of Understanding relating to the County's assignment of TCSO officers to the District ("MOU"), attached hereto as Exhibit A;

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2026-27 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2026 through July 31, 2027. The MOU shall automatically renew for subsequent terms of one (1) year unless terminated by either party by giving thirty (30) days' advance written notice or in accordance with the terms of this MOU.

2. This Addendum is subject to the MOU and to each and every term, covenant, condition and agreement set forth therein. County, TCSO and District continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The MOU is modified only to the extent provided in paragraph 1, above.

[Remainder of this page intentionally left blank.]

BRANSON R-IV SCHOOL DISTRICT

No. 26-087S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM ("Addendum") made this 4th day of August, 2026, by and between Taney County, Missouri ("County"), the Taney Sheriff's Office ("TCSO"), and Branson R-IV School District ("District").

WHEREAS, the parties previously entered into a Memorandum of Understanding relating to the County's assignment of TCSO officers to the District ("MOU"), attached hereto as Exhibit A;

WHEREAS, County, TCSO and District desire to amend the MOU pursuant to the terms and conditions set forth herein.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

- 1. The parties agree to amend paragraph 1 of the MOU to read as follows:

"1. The term of this MOU shall begin on August 1, 2026 and shall terminate on July 31, 2027. The MOU shall automatically renew for subsequent terms of one (1) year unless terminated by either party by giving thirty (30) days' advance written notice or in accordance with the terms of this MOU."
- 2. This Addendum is subject to the MOU and to each and every term, covenant, condition and agreement set forth therein. County, TCSO and District continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The MOU is modified only to the extent provided in paragraph 1, above.

[Remainder of this page intentionally left blank.]

HOLLISTER R-V SCHOOL DISTRICT

No. 26-087S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM ("Addendum") is entered into by and between TANEY COUNTY, MISSOURI ("County"), the TANEY COUNTY SHERIFF'S OFFICE ("TCSO"), HOLLISTER R-IV SCHOOL DISTRICT ("District")

WHEREAS, the parties previously entered into a Memorandum of Understanding relating to the County's assignment of TCSO officers to the District ("MOU"), attached hereto as Exhibit A;

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to extend the term of the MOU through the 2026-27 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

- 1. Paragraph 1 of the MOU is modified as follows:

1. The term of this MOU is hereby extended from August 1, 2026 through July 31, 2027. The MOU shall automatically renew for subsequent terms of one (1) year unless terminated by either party by giving thirty (30) days' advance written notice or in accordance with the terms of this MOU.
- 2. This Addendum is subject to the MOU and to each and every term, covenant, condition and agreement set forth therein. County, TCSO and District continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The MOU is modified only to the extent provided in paragraph 1, above.

[Remainder of this page intentionally left blank.]

KIRBYVILLE R-VI SCHOOL DISTRICT

No. 26-087S

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

THIS ADDENDUM ("Addendum") is entered into by and between TANEY COUNTY, MISSOURI ("County"), the TANEY COUNTY SHERIFF'S OFFICE ("TCSO"), and KIRBYVILLE R-VI SCHOOL DISTRICT ("District").

WHEREAS, the parties previous entered entered into a Memorandum of Understanding relating to the County's assignment of TCSO officers to the District ("MOU"), attached hereto as Exhibit A;

WHEREAS, the parties reserved the right to extend the term of the MOU through a written addendum signed by each party; and

WHEREAS, the parties desire to amend the MOU and extend the term of the MOU through the 2026-27 school year.

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE COUNTY, TCSO, AND THE DISTRICT AS FOLLOWS:

1. Paragraph 1 of the MOU is modified as follows:
 1. The term of this MOU is hereby extended from August 1, 2026 through July 31, 2027. The MOU shall automatically renew for subsequent terms of one (1) year unless terminated by either party by giving thirty (30) days' advance written notice or in accordance with the terms of this MOU.
2. Paragraph 3 of the MOU is modified as follows:
 3. The District agrees to reimburse the County an annual amount which is equal to 75% of the base salary and benefits package of a newly-hired officer, and which shall be paid in installments, and agrees to reimburse the County up to an amount of Two Thousand Dollars (\$2,000.00), for the purchase of required equipment, as invoiced by the County.

In addition, the County through the TCSO agrees to provide a second part-time SRO for 14 hours per week during the school year and the District agrees to reimburse the County an annual amount which is equal to 33.33% of the full-time SRO amount paid by the District as referenced above, and which shall be paid in installments, and agrees to reimburse the County up to an amount of Two Thousand Dollars (\$2,000.00), for the purchase of required equipment, as invoiced by the County.

The parties are aware that the benefits package may change with little or no notice. The County will be responsible for paying, directly or in conjunction with another party, the remaining balance of the above-reference SRO salary and benefits packages for the assigned SROs. The District agrees to make payment to the County by no later than 30 days after the District's receipt of an invoice for payment from the County.

APPROVAL OF AGREEMENT FOR MINI EXCAVATOR (1 OR MORE) (FILE NO. 26-085RB)

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

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

No. 26-085RB

Agreement
For
Mini Excavator
(1 or more)

THIS AGREEMENT dated the 4th day of August 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 one (1) mini excavator 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 the Equipment from the Contractor and the Contractor agrees to sell to the County pursuant to the Contract Documents for the total contract price of \$164,559.01. 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.

APPROVAL OF AGREEMENT FOR MECHANIC SERVICES – HEAVY DUTY (FILE NO. 26-088RB)

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

Commissioner Williams moved to approve the Agreement for Mechanic Services by and between Murphy Hoffman Company, LLC dba Ozark Kenworth, LLC and Taney County. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 26-088RB

Agreement
for
Mechanic Services – Heavy Duty

THIS AGREEMENT dated the 4th day of August 2026 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Murphy-Hoffman Company, LLC dba Ozark Kenworth LLC of Leawood, Kansas (- 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 provide Mechanic Services for large trucks ("Services") shall include the Contractor's bid response to County's Request For Bid # 202606-601 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Contractor agrees to provide the Services described in this Agreement, and the prices shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. Labor rates are subject to price fluctuations, per term, and not to exceed 5%. If certain unusual circumstances occur regarding a specific vehicular repair, or Services 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 extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing set forth in 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 full 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 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.

APPROVAL OF AGREEMENT FOR MECHANIC SERVICES – EQUIPMENT (FILE NO. 26-089RB)

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

Commissioner Keys moved to approve the Agreement for Mechanic Services Equipment by and between John Fabick Tractor Company and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).

No. 26-089RB

Agreement
for
Mechanic Services – Equipment

THIS AGREEMENT dated the 9th day of August 2026 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company dba Fabick Cat, Fabick Power Systems Inc., Fabick Rents, Fabick Bros Eqpmnt Co., Fabick Southwest of Fenton, 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 provide Mechanic Services for equipment ("Services") shall include the Contractor's bid response to County's Request For Bid # 202606-602 and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Contractor agrees to provide the Services described in this Agreement, and the prices shall not exceed the prices as quoted in the attached bid response tables. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement including all items as listed within the bid response. Labor rates are subject to price fluctuations, per term, and not to exceed 5%. If certain unusual circumstances occur regarding a specific vehicular repair, or Services 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 extend for one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing set forth in 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 full 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 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.

APPROVAL OF FILL DIRT AGREEMENT FOR LARRY BRADEN & TORRI BRUNKHORST

Jack Cole, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Larry Braden and Torri Brunkhorst. Commissioner Keys seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Keys (aye).



TANEY COUNTY ROAD & BRIDGE

139 David St.
P.O. BOX 1018
FORSYTH, MO 65653
(417) 546-7268 FAX: (417) 546-7710

FILL DIRT AGREEMENT

Please Check One: ☒ Unlimited Loads ☐ 3 Load Limit

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Larry M Braden & Torri Brunkhorst (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded fill dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless.

Owner agrees that it will hold Taney County, its employees, representatives, heirs, and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

If 3 loads or less, needs approval of the County Highway Administrator only.

Jack Cole
Jack Cole, County Highway Administrator

Date: 7-29-26

RECESS: 9:13 A.M.

RECONVENE: 9:35 A.M.

PLANNING & ZONING /ENVIRONMENTAL SERVICES ROUND TABLE

(Taney County Commission Conference Room)

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

Also present: Cody Stice, Planning & Zoning Administrator & Environmental Services Administrator, and Kim Lovelace, Deputy Clerk.

Discussion ensued.

EXECUTIVE SESSION: 10:25 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: 11:22 A.M.

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.

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: 11:26 A.M.

The minutes were taken by Nick Plummer, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed Kim Lovelace, Deputy Clerk.

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