

**OFFICIAL
COMMISSION MINUTES
MARCH 11TH, 2019 11TH DAY OF
THE JANUARY ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

PUBLIC COMMENT

None

COMMISSION REMARKS

None

Prayer and Pledge

CALL COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the Commission meeting to order at 9:01 a.m.

MONTHLY BUDGET REPORT

Auditor David Clark discussed the monthly budget report with the Commission.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #453827-453911 and Warrants #7160-7167. Presiding Commissioner Scofield seconded motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Wyatt moved to approve previous meeting minutes for March 4th 2019. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

BID RECOMMENDATION FOR METAL FENCING SUPPLIES #201902-422

Devin Huff, Road and Bridge Administrator and Ron Erickson, Purchasing Director were present.

Commissioner Wyatt moved to accept Wheeler Metals, Inc, as the bidder for the metal fencing materials reference #201902-422. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

NOTICE OF RENEWAL FOR ANIMAL DISPOSAL SERVICES #19-027AC

Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to renew agreement for one year from March 12, 2019 to March 11, 2020 for animal disposal services with Friends of Family Pet Memorial Gardens Inc. Presiding Commissioner Scofield seconded motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

NOTICE OF RENEWAL

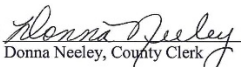
To: Friends of the Family Pet Memorial Gardens, Douglas Davis, President, 1900 North Farm Road 123, Springfield, Missouri 65802

Notice is given that the County of Taney, Missouri agrees to renew the Animal Disposal Agreement with Friends of the Family Pet Memorial Gardens, Inc., for disposal services, commencing March 12, 2019, for a period of one (1) year, which will expire on March 11, 2020. A copy of this Agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 3/11/19

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 3/11/19

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: 3-11-2019

ANIMAL CONTROL LIABILITY WAIVER – VOLUNTEERS #19-028AC
Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to enter into the record and accept the agreement on behalf of the Animal Control Liability Waiver Release form for volunteers. Presiding Commissioner Scofield seconded motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

Animal Control Liability Waiver, Release, Hold Harmless, and Indemnity Agreement
(Volunteers)

I, the undersigned individual, choose to volunteer for Taney County, Missouri (“County”) at the Animal Control Facility located at 255 Critter Trail, Hollister, Mo. 65672 (“Facility”) and understand that my services are donated to the County without compensation, remuneration, or future employment (“Volunteer Activities”). I understand that the County shall not be responsible for, nor liable for, nor shall I be eligible to receive any compensation or benefits as a result of this Agreement.

I agree to abide by any rules or directions provided by the County.

I agree not to exceed the scope of the volunteer work agreed to, without authorization from the appropriate County representative.

I agree not to appear for volunteer services under the influence of drugs or alcohol and agree to inform the responsible County representative if I am taking any over-the-counter prescription medications which may impair my ability to perform volunteer duties.

I consent to the County performing a background check, at its discretion into my criminal history and waive any right of privacy I may have for the limited purpose of the County considering it for determining my suitability as a volunteer.

I understand that I or the County may terminate this Agreement at any time without cause, and that I am volunteering my services and may be asked to discontinue Volunteer Activities without prior notice or reason.

I acknowledge and agree that the work associated with volunteering at the County may involve certain risks of physical injury or death and I assume all risk of injury, damage and harm to myself arising from such activities or use of County Facilities. I, individually and on behalf of my heirs, executors and assignees, release and hold harmless the County, its officials, employees and agents and waive any right of recovery that I might have to bring a claim or lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my Volunteer Activities.

I hereby release, waive, discharge and covenant not to sue the County, or its officers, officials, employees, volunteers, or agents (the “Released Parties”) and agree to hold the Released Parties harmless from any and all liability for any loss or damages, and any claim or demands on account of injury of person or property or resulting in death or injury to the undersigned arising out of or related to the Volunteer Activities provided at the Facility, including injuries to be as a result of dangerous conditions of the property or premises at the Facility.

I agree to indemnify and save and hold harmless the Released Parties from any loss, liability, damage or cost, including, but not limited to the negligence of the Released Parties. I agree that this liability waiver, release, hold harmless and indemnity extends to all acts of

AGREEMENT FOR JANITORIAL SUPPLIES #19-026M

Presiding Commissioner Mike Scofield referenced a letter from their attorney.

Discussion ensued.

ASPEN CHEMICAL & SUPPLY

Commissioner Wyatt moved to approve the agreement with Aspen Chemical & Supply, LLC with Taney County for Janitorial Supplies. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-026M(a)

AGREEMENT
for
JANITORIAL SUPPLIES (Aspen)

THIS AGREEMENT dated the 11th day of March, 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Aspen Chemical & Supply, LLC. of Springfield, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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 prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. 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 extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning 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 and include bid reference #201901-420 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 contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

BOETTCHER SERVICES & SUPPLY, INC

Commissioner Wyatt moved to approve the agreement with Boettcher Services & Supply, Inc. with Taney County for Janitorial Supplies. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

AGREEMENT
for
JANITORIAL SUPPLIES (Boettcher)

THIS AGREEMENT dated the 1st day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Boettcher Service & Supply, Inc. of Republic, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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 prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. 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 extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning 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 and include bid reference #201901-420 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.

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DISPOSE N' SAVE, LLC

Commissioner Wyatt moved to approve the agreement with Dispose N' Save, LLC and Taney County for Janitorial Supplies. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

AGREEMENT
for
JANITORIAL SUPPLIES (Disp. N' Save)

THIS AGREEMENT dated the 1st day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Dispose N' Save, LLC. of Monroe, New York. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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.

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HILLYARD, INC

Commissioner Wyatt moved to approve the agreement with Hillyard, Inc. and Taney County for Janitorial Supplies. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-026M(d)

AGREEMENT
for
JANITORIAL SUPPLIES (Hillyard)

THIS AGREEMENT dated the 11th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Hillyard, Inc. of Springfield, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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 prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. 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 extend for 12 months thereafter, subject to the provisions for termination specified below. This agreement may be automatically renewed for an additional three (3) one-year periods by order of the County Commission subject to the pricing and delivery clauses agreed to, as offered by the contractor's winning 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 and include bid reference #201901-420 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 contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

INDUSTRIAL SOAP CO.

Commissioner Wyatt moved to approve the agreement with Industrial Soap Co. and Taney County for Janitorial Supplies. Presiding Commissioner seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-026M(e)

AGREEMENT
for
JANITORIAL SUPPLIES (Industrial Soap Co.)

THIS AGREEMENT dated the 11th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Industrial Soap Company of St. Louis, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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 prices as quoted within the tables of the attached bid response. Pricing as quoted shall include delivery. If certain unusual circumstances occur specific to Product availability, the County may consider all other options, including the next lowest Bidder.

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4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201901-420 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.

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KEEWES EQUIPMENT COMPANY, INC. /LAUNDRY SOLUTIONS CO

Commissioner Wyatt moved to approve the agreement with Laundry Solutions Co. and Taney County for Janitorial Supplies. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-026M(f)

AGREEMENT
for
JANITORIAL SUPPLIES (Laundry Solutions)

THIS AGREEMENT dated the 1th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Laundry Solutions Company of Springfield, Mo. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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.

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HARRISON GROCER CO, INC. / PIPPIN WHOLESALE CO.

Commissioner Wyatt moved to approve Harrison Grocer Co, Inc. dba Pippin Wholesale Co. and Taney County for Janitorial Supplies. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

No. 19-026M(g)

AGREEMENT
for
JANITORIAL SUPPLIES (Pippen)

THIS AGREEMENT dated the 1th day of March 2019 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (-hereinafter "County") and Harrison Grocer Co., Inc. dba Pippin Wholesale Company of Harrison, Ark. (-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 Janitorial Supplies ("Product") shall include the Contractor's bid response to County's Request For Bid # 201901-420 and any applicable addenda which are attached hereto 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.

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UNIVERSITY OF MISSOURI EXTENSION UPDATE

Willa Williams was present and updated the Commission on the extension office programs.

RECESS:

9:31 A.M.

RECONVENNE:

9:44 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Commission Conference Room)

Shanna Tilley, Administrative Assistant and Presley Cozort, Deputy Clerk were present.

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

ADJOURNMENT

Commissioner Wyatt moved to adjourn. Presiding Commissioner Scofield seconded the motion.

The motion passed by vote: Scofield (aye), Williams (absent) and Wyatt (aye).

ADJOURN

10:04 A.M.

The Minutes were taken and typed by Presley Cozort, Deputy Clerk.