

**OFFICIAL
COMMISSION MINUTES
SEPTEMBER 23rd, 2019 - 16th DAY OF
THE JULY ADJOURN TERM**

PRELIMINARY STUDY

Did not take place.

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None

Prayer & Pledge

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Scofield called the meeting to order at 9:02 a.m.

COMMISSION REMARKS

None

APPROVE ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #456314 - Checks #456394, Warrants #7277, and three Journal Entries. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes from September 16, 2019 with corrections. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes from September 16, 2019. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

LETTER OF SUPPORT – SOUTHWEST MISSOURI SOLID WASTE MANAGEMENT DISTRICT N

Commissioner Wyatt moved to approve the Letter of Support to the Southwest Missouri Solid Waste District N and have Mike Scofield, Presiding Commissioner, sign it. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT FOR TRUCK INSTRUMENT DASH PANELS – JENKINS DIESEL POWER, INC. #19-110RB

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve agreement by and between Taney County and Jenkins Diesel Power Inc. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-110RB

AGREEMENT
for
TRUCK INSTRUMENT DASH PANELS (Coop.)

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Jenkins Diesel Power, Inc. of Springfield, Mo. 65803 (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 Equipment, as defined in paragraph 2, below, shall constitute the City Utilities of Springfield, Missouri Contract #2617, as attached, and the Vendor Estimate Sheet. 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 sell to County eight (8) replacement truck instrument dash panels ("Equipment") for a purchase price not to exceed \$2900.00 each, for a total amount of \$23,200.00. Current County Estimate sheet is also attached here. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options. All charges, costs, and services (if needed) are covered by RSMo. #70.220 for cooperative purchasing.

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 COUNTY SEAL EMBLEMS, LETTERING, NUMBERS & “#” SIGN #19-104RB

Presiding Commissioner Scofield referenced a letter from their attorney.

Devin Huff, Road and Bridge Administer, was present.

Commissioner Williams moved to approve the agreement by and between Taney County and Graphic Designs International LLC of Stuart, Florida. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-104RB(a)

AGREEMENT (*Primary*)
for
COUNTY SEAL EMBLEMS, LETTERING, NUMBERS & “#” SIGN

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Graphic Designs International, LLC of Stuart, Florida (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 stick on County Seal Emblems, Lettering, Numbers, and “#” sign, (“Products”) shall include the Contractor’s bid response to County’s Request For Bid # 201907-433 and any applicable addenda which are attached hereto and incorporated herein by reference (“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. Products provided under this Agreement shall not exceed the costs as quoted in Contractor’s signed bid response tables on page #7 of the Contract Documents, to be provided by the Contractor on an “as needed – when needed” basis. If at any point in time should unexpected issues arise which may hinder or delay Product availability, whether billing or communication problems with Contractor, County may consider all options including the Secondary Awarded Bidder.
3. Contract Duration. This Agreement shall commence on the date it is fully executed and extend for 12 initial months thereafter, subject to the provisions for termination specified below. This Agreement shall automatically renew for additional twelve (12) month terms, subject to both parties being fully satisfied with all stipulations, and costs as agreed to, and offered by the Contractor’s bid response. Either party may terminate this Agreement by providing at least thirty (30) days’ advance written notice prior to renewal of the then current term. A complete review, by the Taney County Road & Bridge Administrator, will occur at each 12 month interval to the date this Agreement is fully executed to ensure and verify complete ongoing satisfaction on the part of County.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201907-433 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

Commissioner Williams moved to approve the agreement by and between Taney County and Achterberg Enterprises, Inc., d/b/a Signs Now #150. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 19-104RB(b)

AGREEMENT (*Secondary*)
for
COUNTY SEAL EMBLEMS, LETTERING, NUMBERS & “#” SIGN

THIS AGREEMENT dated the _____ day of _____ 201_ is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter “County”) and Achterberg Enterprises, Inc., d/b/a Signs Now #150 of Branson, 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 stick on County Seal Emblems, Lettering, Numbers, and “#” sign, (“Products”) shall include the Contractor’s bid response to County’s Request For Bid # 201907-433 and any applicable addenda which are attached hereto and incorporated herein by reference (“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. Products provided under this Agreement shall not exceed the costs as quoted in Contractor’s signed bid response tables on page #7 of the Contract Documents to be provided on an “as needed – when needed” basis. If at any point in time should unexpected issues arise which may hinder or delay Product availability, whether billing or communication problems with Contractor, 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 12 initial months thereafter, subject to the provisions for termination specified below. This Agreement shall automatically renew for additional twelve (12) month terms, subject to both parties being fully satisfied with all stipulations, and costs as agreed to, and offered by the Contractor’s bid response. Either party may terminate this Agreement by providing at least thirty (30) days’ advance written notice prior to renewal of the then current term. A complete review, by the Taney County Road & Bridge Administrator, will occur at each 12 month interval to the date this Agreement is fully executed to ensure and verify complete ongoing satisfaction on the part of County.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #201907-433 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

MoDOT MONTHLY UPDATE

Beth Schaller, MoDOT Area Engineer, presented the MoDOT Monthly Update to the Commission.

RECESS: 9:18 A.M.

RECONVENE: 9:29 A.M.

DAILY STAFF REVIEW & AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant, and Kim Lovelace, Deputy Clerk, were present for the meeting.

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

ADJOURNMENT

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

ADJOURN

9:38 A.M.

The Minutes were taken and typed by Kim Lovelace, Deputy Clerk.