

**OFFICIAL
COMMISSION MINUTES
JULY 20th, 2020 – 4th DAY OF
THE JULY ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

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

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #459835 through Check #459900, Warrants #7439 through #7440, and four journal entries and transfers. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PREVIOUS MINUTES

Commissioner Williams moved to approve the Regular Session Minutes for July 13, 2020. Commissioner Wyatt seconded the motion. The motion passed by Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Executive Minutes for July 13, 2020. Commissioner Wyatt seconded the motion. The motion passed by Scofield (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

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

AGREEMENT FOR NEWSPAPER PUBLICATION SERVICES (#20-076CM)

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement by and between Taney County and Tri-Lakes Newspaper Inc. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

AGREEMENT
for
NEWSPAPER PUBLICATION SERVICES

THIS AGREEMENT dated the 20th day of July, 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Tri-Lakes Newspapers, Inc. (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. This term & supply shall consist of this Agreement for Newspaper Publication Services ("Service") shall include the Contractor's bid response to County's Request For Bid #202006-452 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. Term & Supply Service. The County agrees to a term & supply service from the Contractor and the Contractor agrees to supply the County the Service and all items relating to the bid specifications. Contractor shall act as Primary supplier and shall furnish Newspaper Publication Services for the County. Said services will be performed on an "as needed" basis with scheduling being completed via mutual agreement which includes all items as list within the bid response.
3. Contract Price. Service provided under this Agreement shall not exceed the price as quoted in the attached bid response \$6.00 per column inch based on 9 pt. type with 10 pt. leading. If certain unusual circumstances occur regarding providing of service, the County may consider all other options, including the next lowest Bidder.
4. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year thereafter, subject to the provisions for termination specified below. This Agreement may be renewed for two (2) additional one (1) year periods by order of the County Commission subject to the pricing clauses as agreed to, and offered by the 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.
5. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202006-452 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.
6. 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.
7. 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

ADDENDUM TO AGREEMENT FOR JAIL APPLIANCE REPAIR (190-158S)

Commissioner Williams moved to approve the Addendum to Agreement for Jail Appliance Repair by and between Taney County and Artic Food Equipment. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

ADDENDUM TO AGREEMENT
FOR
JAIL APPLIANCE REPAIR (Term & Supply)

THIS ADDENDUM, entered into on the date set forth below, by and between Taney County, Missouri (hereinafter "County") and Artic Food Equipment (hereinafter "Contractor").

WHEREAS, County and Ozark Food Equipment ("OFE") entered into an Agreement for Jail Appliance Repair, dated January 6, 2020; and

WHEREAS, Contractor acquired the assets of OFE on or about April 17, 2020; including its rights, responsibilities, and obligations under the Agreement, which is attached hereto and incorporated herein by reference as Exhibit A; and

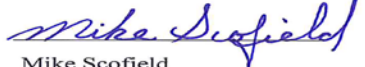
WHEREAS, County and Contractor desire to amend the Agreement pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. All references to "Ozark Food Equipment" in the Agreement shall be deleted, removed, replaced and amended to identify "Artic Food Equipment" as "Contractor". Contractor agrees to be bound by the terms and conditions of the Agreement set forth in Exhibit A.
2. This Addendum is subject to the Agreement and to each and every term, covenant, condition and agreement set forth therein. County and Contractor continue to be bound by the terms of the Agreement and remain primarily liable under the terms of the Agreement. The Agreement is modified only to the extent provided in paragraph 1, above.

IN WITNESS WHEREOF, the parties have executed this Addendum on the last date written below.

TANEY COUNTY, MISSOURI



Mike Scofield
Presiding Commissioner
Taney County Commission

Date: 07/20/2020

ARTIC FOOD EQUIPMENT

By:
Title:

Date: _____

FILL DIRT AGREEMENT – BRUCE WALLACE

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Bruce Wallace. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

Unlimited

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Bruce Wallace (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.

Devin Huff
Devin Huff County Highway Administrator

7-6-2020
Date:

DISCUSSION OF FACE MASKS / FACE COVERINGS IN COUNTY ADMINISTRATION BUILDINGS

David Clark, County Auditor, Jody Stahl, County Recorder, Chuck Pennel, County Assessor, Mona Cope, County Collector, Melanie Smith, County Treasurer, John Soutee, Environmental Service Project Coordinator, and Mike Collins, Sheriff Deputy, were present.

Discussion Ensued.

Commissioner Wyatt moved to have signs posted at the Taney County Courthouse Entrances stating - Please wear face covering when entering the building. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

RECESS: 9:58 A.M.

RECONVENE: 10:10 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Shanna Tilley, Administrative Assistant, and Kim Lovelace, Deputy Clerk.

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

ADJOURNMENT:

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

ADJOURN

10:15 A.M.

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