

**OFFICIAL
COMMISSION MINUTES
SEPTEMBER 8TH, 2020 – 13TH 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 (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

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

COMMISSION REMARKS

None.

LEVY HEARING

Commissioner Williams moved to table the Levy Hearing to a definite time of 9:30.

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

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #460497 through Check #460560, Warrant #7464 through Warrant #7468 and one Journal Entry or Transfer. 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 the Regular Session Minutes for August 24th, 2020 as corrected. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Regular Session Minutes for August 26th, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Regular Session Minutes for August 31st, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Regular Session Minutes for September 2, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve the Executive Session Minutes for August 31, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

CARES ACT NOTICE OF DECISION

Commissioner Williams moved to approve the Form titled Distribution of County Funds Notice of Decision. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**DISTRIBUTION OF COUNTY CARES ACT FUNDS
NOTICE OF DECISION**

TANEY COUNTY, MISSOURI

Date: _____

Application No.: _____

Applicant Name: _____

Dear Applicant:

By this Notice ("Notice"), the County is writing to inform the above-reference Applicant of the County's determination (the "Decision") regarding the requests set forth in the above-referenced Request for Distribution of County CARES Act Funds Application (the "Application"). The information set forth on the following pages provides a summary of the Decision regarding the Application. In some cases, additional pages may be attached containing more detailed information regarding the Decision with respect to specific request determinations, awards, denials, and partial awards.

This Decision, and the receipt and use of the Funds is subject to the requirements of the CARES Act and United States Department of Treasury guidance, the representations and warranties set forth in the Application, and the County Distribution Agreement of CARES Act Funds (the "Agreement"), all of which are incorporated herein by reference. If Funds are awarded pursuant to this Notice, in order for the Funds described in this Notice of Decision to be disbursed to the Applicant, the Applicant must approve, execute, and return an original copy of the Agreement attached to this Notice within fourteen (14) days of the date set forth above.

Questions regarding this Notice should be directed to: Melissa Duckworth, 417-546-7233 or Melissa.Duckworth@taneycountymo.gov.



Mike Scofield
Mike Scofield, Presiding Commissioner

Brandon Williams
Brandon Williams, Western District Commissioner

Sheila Wyatt
Sheila Wyatt, Eastern District Commissioner

ATTEST:

Donna Neeley
Donna Neeley, County Clerk

CARES ACT DISTRIBUTION AGREEMENT

Commissioner Williams moved to approve the County Distribution Agreement of CARES Act Funds. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR DISPOSABLE FACE MASKS (100,000 OR MORE) #20-094CM

POSITEC USA, INC (PRIMARY)

Commissioner Williams moved to approve the Agreement for Disposable Face Masks by and between Taney County and Positec USA, Inc labeled as Primary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-094CM(a)

AGREEMENT
for
DISPOSABLE FACE MASKS (100,000 or more)

THIS AGREEMENT dated the 8 day of September 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Positec USA, Inc., of Charlotte, North Carolina (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 Disposable Face Masks, 100,000 or more, for Taney County to be used at their discretion ("Product") shall include the Contractor's bid response to County's Request For Bid #202008-453 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 price as quoted in the attached bid response, with a delivery time not to exceed 10 days. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for one (1) additional year 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202008-453 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.

LOS ANGELES RUBBER CO. (SECONDARY)

Commissioner Williams moved to approve the Agreement for Disposable Face Masks by and between Taney County and Los Angeles Rubber Co. labeled as Secondary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-094CM(b)

AGREEMENT
for
DISPOSABLE FACE MASKS (100,000 or more)

THIS AGREEMENT dated the 8 day of September 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Los Angeles Rubber Co. of Los Angeles, California (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 Disposable Face Masks, 100,000 or more, for Taney County to be used at their discretion ("Product") shall include the Contractor's bid response to County's Request For Bid #202008-453 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 price as quoted in the attached bid response, with a delivery time not to exceed 7 days. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for one (1) additional year 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202008-453 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.

PPE TRADE AND SUPPORT, LLC (TERTIARY)

Commissioner Williams moved to approve the Agreement for Disposable Face Masks by and between Taney County and PPE Trade and Support, LLC labeled as Tertiary. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-094CM(c)

AGREEMENT

for

DISPOSABLE FACE MASKS (100,000 or more)

THIS AGREEMENT dated the 8 day of September 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and PPE Trade and Support, LLC of Los Angeles, California (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 Disposable Face Masks, 100,000 or more, for Taney County to be used at their discretion ("Product") shall include the Contractor's bid response to County's Request For Bid #202008-453 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 price as quoted in the attached bid response, with a delivery time not to exceed 2 weeks. Product will be purchased on an "as needed" basis. No minimums or maximums will be required purchased by County. If certain unusual circumstances occur regarding delivery or 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 one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be renewed for one (1) additional year 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.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202008-453 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.

EQUIPMENT PROPOSAL #20-095S

Scott Terpening, Building and Grounds, was present.

Commissioner Williams moved to approve the Equipment Proposal for the Emergency Purchase of a commercial washer for the Jail Facilities not to exceed \$13,650.00. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



Corporate Office: 409 Biltmore Drive
 Fenton, Missouri 63026
 Phone: 800-783-6665
 Fax: 636-343-1771
www.loomisbros.com
dhoselton@loomisbros.com

EQUIPMENT PROPOSAL
 Reference #DH0820185 REV
 Sales Rep: Drew Hoselton

Taney County Justice Center
 266 Main Street
 Forsyth, MO 65653

Date: September 2, 2020
 Contact: Scott
 Phone: 417-251-3221
 Email: modiqgity68@gmail.com

QTY. DESCRIPTION TOTAL PRICE

1 MILNOR model 3022VRJ Rigid-Mount 60 LB Washer Extractor Includes:

- RinSave® water saving technology
 Saving up to 25% on water, energy & labor
- 7 speeds (2 wash, 1 distribution, 1 RinSave, 3 extract)
- E-P PLUS® programmable controller
- 200 G-Force High Speed Extraction
- Back-lit LCD display
- Single-motor inverter drive with Tall, lifting ribs
- Tapered roller bearings
- High M.A.F. (Mechanical Action Factor)
- Large cylinder perforations
- Fresh-water flushing chemical manifold
- Auto tension V-belt drive
- Six (6) liquid chemical injection ports
- Control reads in English/second language
- 5-year limited warranty on frame, cylinder & shell
- Universal temperature control
- **Made-In-America**



Machine Voltage: 208-240/3/60

\$11,600.00

**If voltage needed differs, please specify: _____ Initial _____

ESTIMATED INBOUND FACTORY FREIGHT: NO CHARGE

SERVICES INCLUDED:

1. Delivery, rig in, set & level, anchor & bolt as required
2. Disconnect and rig out existing equipment
3. Connect to proper existing utilities within 5'
4. Start-up, Testing, and In-Service Training

PRICE FOR ABOVE SERVICES ONLY: \$2,050.00

CUSTOMER RESPONSIBILITIES:

1. Provide adequate ingress and egress for equipment
2. Utility services provided which meet all local codes
3. Disposal of crating and packaging materials
4. Provide proper concrete foundation for equipment

Initial

AGREEMENT FOR SAFETY EYEWEAR #20-093CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve Agreement for Safety Eyewear by and between Sentinel Emergency Solutions and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-093CM

AGREEMENT
for
Safety Eyewear

THIS AGREEMENT dated the 8 day of September 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Sentinel Emergency Solutions of Arnold, 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 Hundred Forty Two (142) Coated Safety Eyewear (LT400) - Clear and One Hundred Forty Two (142) Coated Safety Eyewear (LT400) – Gray ("Equipment") shall include the Contractor's quote and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's quote. The County agrees to this purchase and Contractor agrees to supply the County the items, services, and construction per the Contractor's quote, and for the prices set forth in the Contractor's quote, and as ordered by County. If any issues arise which may hinder or delay Equipment availability or delivery, County may consider all options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as 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 as agreed to, and offered by the contractor's quote.

4. Billing and Payment. All billing shall be invoiced with specific department information and include proposal number 19360 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.

**AGREEMENT FOR SAFETY EYEWEAR N95 MASKS AND RELATED EQUIPMENT
#20-087CM**

Scott Terpening, Building and Grounds, was present.

Commissioner Williams moved to approve the Agreement for Safety Eyewear N95 Masks and Related Equipment by and between Taney County and Memco Safety Supply. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 20-092CM

**AGREEMENT
for**

Safety Eyewear, N95 Masks and Related Equipment

THIS AGREEMENT dated the 8 day of September 2020 made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Memco Safety Supply of Hollister, 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 Forty-Eight (48) Clear Lens Safety Glasses, Forty-Eight (48) Gray Lens Safety Glasses, Thirty (30) Eyewear Cases and Sixty (60) N95 Masks ("Equipment") shall include the Contractor's quote and any applicable addenda which are attached hereto and incorporated herein by reference. 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. Equipment provided under this Agreement shall not exceed the costs as quoted in Contractor's quote. The County agrees to this purchase and Contractor agrees to supply the County the items, services, and construction per the Contractor's quote, and for the prices set forth in the Contractor's quote, and as ordered by County. If any issues arise which may hinder or delay Equipment availability or delivery, County may consider all options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, details of which are attached to the signed bid, also as 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 as agreed to, and offered by the contractor's quote.

4. Billing and Payment. All billing shall be invoiced with specific department information and include quote order number of 414040 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.

LEVY HEARING

Donna Neeley, County Clerk, was present via tele-conference.

Commissioner Williams moved to set the General County Revenue and the Road and Bridge levies to zero. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 9:41 A.M.

RECONVENE: 10:02 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Nikki Lawrence, Purchasing Director and Legal Liaison, and Stephanie Spencer, Deputy Clerk.

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

Commissioner Williams left the meeting at 10:10 a.m.

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: 10:25 P.M.

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