

**OFFICIAL
COMMISSION MINUTES
MAY 2nd, 2022 – 5th DAY OF
THE APRIL 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 9:00 a.m.

COMMISSION REMARKS

None.

ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #467407 through Check #467464, Warrant #7910 and no Journal Entries/Transfers. 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 Executive Session Minutes for April 25th, 2022. 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 April 25th, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

AGREEMENT FOR SKYMARK 1,000 GALLON AVGAS AIRCRAFT REFUELER #22-042AIR

Mike Mulnick, Airport Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the agreement for SkyMark 1,000 Gallon Aircraft Refueler between SkyMark Refuelers, LLC, and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Agreement
For
SkyMark 1,000 Gallon Avgas Aircraft Refueler

THIS AGREEMENT dated the 2nd day of May 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and SkyMark Refuelers, LLC, a Kansas limited liability company (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 a SkyMark 1,000 Gallon Avgas Aircraft Refueler ("Equipment") shall include the quote dated April 15, 2022 and cooperative purchasing GSA Contract #47QMCA20D0010 and any applicable addenda which are attached hereto as Exhibit A 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. Equipment provided under this Agreement shall not exceed the cost of \$126,850 as quoted in Exhibit A. The County agrees to this purchase and Contractor agrees to supply the County the items, services, and construction per the Contractor's bid response, and for the prices set forth in the Contractor's response, and as ordered by County. If any issues arise which may hinder or delay Equipment availability or delivery, 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 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 bid response.

4. Billing and Payment. All billing shall be invoiced with specific department information and include reference GSA Contract #47QMCA20D0010 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.

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APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve the April 25th, 2022 Regular Session Minutes with corrections, the spelling of Anna to Anne. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Presiding Commissioner md; Eastern Commissioner sw; Western Commissioner rw

EQUIPMENT PROPOSAL (WASHER) REVISED #22-031M

Scott Terpening, Building and Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Equipment Proposal by and between Loomis Brothers Equipment Company and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



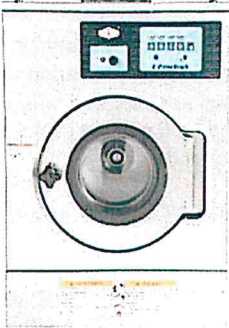
Corporate Office: 409 Biltmore Drive
 Fenton, Missouri 63026
 Phone: 800-783-6665
 Fax: 636-343-1771
www.loomisbros.com
dhoselton@loomisbros.com

EQUIPMENT PROPOSAL
 Reference #DH0422125
 Sales Rep: Drew Hoselton

RE: State of MO Contract #CC210873002

Taney County Jail
 Forsyth, MO 65653

Date: April 20, 2022
 Contact: Scott Terpening
 Phone: 417-251-3221
 Email: modiqitv68@gmail.com

QTY.	DESCRIPTION	TOTAL PRICE
1	<p>MILNOR model MWT27X5 60 LB Rigid Mount Washer-Extractor Includes:</p> <ul style="list-style-type: none"> • 3 speeds • EP-Express ® Controller • Back-lit LCD display • Single-motor inverter drive • Tall, lifting ribs • Sealed ball bearings • High M.A.F. (Mechanical Action Factor) • Large cylinder perforations • Fresh-water flushing chemical manifold • Auto tension V-belt drive • Five (5) liquid chemical injection ports • Control reads in English/second language • 5-year limited warranty on frame, cylinder & shell <p>Machine Voltage: 208-240/3/60</p>	 \$11,142.00
	<p>**Please specify voltage required: <u>208</u> Initial <u>ms</u></p>	
1	6" Steel Base	\$425.00

Initial ms

SECOND ADDENDUM TO AGREEMENT FOR JAIL APPLIANCE REPAIR #22-043M

Scott Terpening, Building and Grounds, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Second Addendum to the 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).

No. 22-043S

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

THIS SECOND 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, on July 23, 2020, the Contractor and the County executed a First Addendum wherein the only modification to the Agreement was all references to OFE in the Agreement were deleted and replaced with Artic Food Equipment but the County and Contractor continued to be bound by the terms of the Agreement and remained primarily liable under the term of the Agreement; 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 the labor rate of \$88.00 per hour in the Agreement shall be deleted, removed, replaced and amended to identify a labor rate of \$99.00 per hour. Contractor agrees to be bound by the terms and conditions of the Agreement set forth in Exhibit A.
2. The labor rate set forth in this Addendum shall be effective as of April 1, 2022.
3. The term of the Agreement shall terminate on March 30, 2023, and shall not automatically renew upon such termination.
4. 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 paragraphs 1 through 3, above.

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

RENEWAL TO AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES #21-123S

Brad Daniels, Sheriff, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Wyatt moved to approve the Second Amendment Agreement for the Provision of the Inmate Health and Service Security between Advanced Correctional Health Care Inc. and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

SECOND AMENDMENT TO THE AGREEMENT FOR THE PROVISION OF INMATE HEALTH SERVICES, TANEY COUNTY, MISSOURI

THIS SECOND AMENDMENT made and entered into on the 2nd day of May, 2022, by and between Advanced Correctional Healthcare, Inc. ("ACH") and Taney County Missouri (hereinafter referred to as the "County").

WHEREAS, ACH and County entered into an Agreement for the Provision of Inmate/Detainee Health Services, Taney County, Missouri, dated August 9, 2012 (the "Agreement"); and

WHEREAS, ACH and County entered into a First Amendment to the Agreement for the Provision of Inmate Health Services, Taney County, Missouri, dated February 8, 2018 (the "First Amendment"); and

WHEREAS, the parties desire to memorialize and amend the terms and conditions of the Agreement and First Amendment as more fully set forth herein;

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

1. Memorialization. Pursuant to Section 3.0.0 of the First Amendment, on or about August 25, 2021, ACH notified the County of the annualized amount of increase of 2% (which was less than the Consumer Price Index for Medical Care of 3.17%) and per diem rates of \$0.61 to cover medical malpractice and civil rights insurance, effective September 1, 2021, with the annualized amount to be paid by the County to ACH under the Agreement to be Three Hundred Thirty-Three Thousand, Four Hundred Three Dollars and Eighty-Five Cents (\$333,403.85), which includes a pool ("savings account") of \$26,000 per year (included with the annualized amount).

2. Amendment. The parties agree to delete Section 5.11.3 of the First Amendment, titled "ADDITIONAL INSUREDS".

3. Agreement; First Amendment; No Modification. This Second Amendment is subject to the Agreement and First Amendment and to each and every term, covenant, condition and agreement set forth therein, except to the extent set forth in paragraphs 1 and 2 of this Second Amendment. ACH and County continued to be bound by the terms of the Agreement and First Amendment and remain primarily liable under the terms of the Agreement and First Amendment. The Agreement and First Amendment is modified only to the extent provided in paragraphs 1 and 2, above.

AGREEMENT FOR TRANSFER/TIPPING TRAILER #22-045RB

Devin Huff, Road and Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for Transfer/Tipping Trailer by and between Taney County and East Manufacturing Corporation, Randolph, OH. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-045RB

Agreement
For
Transfer/Tipping Trailer

THIS AGREEMENT dated the 2nd day of May 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and East Manufacturing Corporation of Randolph, Ohio ("Contractor").

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of a transfer/tipping trailer ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202204-497 and any applicable addenda. All such documents shall constitute the "Contract Documents, which are attached hereto as Exhibit A and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. 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 bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$73,900.00. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.

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 shall be invoiced with specific department information and include bid number 202204-497 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.

MOU—SRO PROGAM (TANEYVILLE + BRADLEYVILLE) #22-040S
Rescheduled to May 10, 2022.

AGREEMENT FOR GLASS BEADS #22-044RB

Devin Huff, Road and Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the agreement for glass beads by and between Swarco Industries, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-0044RB

Agreement
for
Glass Beads

THIS AGREEMENT dated the 2nd day of May 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Swarco Industries, LLC, of Columbia, Tennessee (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 10,000 pounds of Glass Beads for Traffic Paint("Equipment") shall include the quotation dated April 20, 2022, pursuant to the Request for Quotation for the City of Columbia, Missouri, the bid response, and Notification of Contract Award, which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, 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. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment described in this Agreement. The Purchase Price shall not exceed \$5,098. 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. 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 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.

EMERGENCY EVENT PROCUREMENT – WATER PUMP IN THE JAIL EEP #202204-498

Scott Terpening, Building and Grounds, was present.

Presiding Commissioner Scofield read into the record the following statement:

Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety: The Taney County Sheriff's Office along with our Buildings & Grounds Department reports complete failure of one (1) of three (3) water pumps that carries water to the jail facilities. The cost to repair this is \$13,200.00. It is unique to our required operation and extremely critical with respect to the service it provides around the clock. It is imperative to replace this water pump as it services the entire jail, as soon as possible in order to prevent a disruption in service for the jail.

Presiding Commissioner MS; Eastern Commissioner SW; Western Commissioner W 755

Describe anticipated consequences of not procuring immediately: Unreasonable and unnecessary costs to the County to outsource this operation. There is also a possibility of unrest within the jail population that could require additional manpower, possible repairs due to inmate vandalism and medical attention, not to mention the sanitary issues. This would cost Taney County much more revenue than to quickly replace the water pump.

Describe any attach any quotes received: The attached quote was not received until Tuesday, April 26, 2022. Is this a one-time purchase: Yes.

Commissioner Williams moved to approve the request for Emergency Procurement EEP#202204-498 and allow the repair of 1 of the 3 water pumps in jail facility. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).



TANEY COUNTY MISSOURI

Purchasing Department
132 David Street / P. O. Box 1630
Forsyth, Missouri 65653

EMERGENCY EVENT PROCUREMENT

Taney County Emergency Procurement Policy (PER RSMo. # 50.780.2): Notwithstanding any other provisions of this Policy the Taney County Commission may waive the requirement of competitive bids or proposals for supplies when the County Commission has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to County property in order to protect against further loss of, or damage to, County property, to prevent or minimize serious disruption in County services or to ensure the integrity of County records. Emergency procurements shall be made with as much competition as is practicable under the circumstances. After an emergency procurement is made by the County Commission, the nature of the emergency and the vote approving the procurement shall be noted in the minutes of the next regularly scheduled meeting. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made including the contractor's name, amount and type of the contract, a listing of the item(s) procured under the contract. The County Purchasing Agent will assign a specific Emergency Event Procurement number ("EEP") for each event to cover all emergency purchases made within the necessary recovery timeframe as set by the Taney County Commission.

REQUEST FOR EMERGENCY PROCUREMENT – EEP#202204-498

DATE REQUESTED: Wednesday, April 20, 2022

EMERGENCY EVENT: Water pump in the Jail Facilities

ORIGINATING OFFICE: Taney County Sheriff's Office/Buildings & Grounds

PERSON(S) REQUESTING: Brad Daniels, Sheriff / Scott Terpening, B&G Supervisor

CONTACT PHONE : 417-546-7278/417-251-3221

UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT.

PURCHASING DEPARTMENT APPROVAL: [Signature] April 20, 2022
Signature Date

EMERGENCY EVENT PROCUREMENT NUMBER: **EEP#202204-498** (Assigned by Purchasing)

COMMISSIONER APPROVAL: [Signature] 05/02/2022
Signature Date

Emergency Event Recovery Date: Same as above as the emergency need will be relieved by this purchase.

ARPA-REVENUE LOSS-STANDARD ALLOWANCE

Commissioner Williams moved to elect the 10 million standard allowances for revenue loss for purposes for ARPA for Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

RECESS: 9:18 A.M.

EXECUTIVE SESSION: 10:30 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

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

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE SESSION: 11:47 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Lesley Wallace, Commission Assistant.

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

ADJOURNMENT

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

ADJOURN: 11:52 A.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk, and Stephanie Spencer, Chief Deputy Clerk.

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