

**OFFICIAL**  
**DECEMBER 10, 2012, 22nd DAY OF**  
**THE OCTOBER ADJOURN TERM**

The County Commission met in the Commission Hearing Room at 8:30 a.m. with Ron Houseman, Danny Strahan, and Jim Strafuss present. The following proceedings were had and made a matter of record:

**PRELIMINARY STUDY MEETING**

The Commission met to review previous meeting minutes and accounts payables.

**PUBLIC COMMENT**

There was no public comment.

**CALL TO ORDER**

Commissioner Houseman called the December 10, 2012 meeting to order at 9:03 a.m.

**PRAYER**

Auditor Rick Findley led the prayer.

**PLEDGE OF ALLEGIANCE**

Commissioner Strahan led the Pledge of Allegiance.

**PREVIOUS MEETING MINUTES/OTHER UNAPPROVED MINUTES**

There were no previous meeting minutes to approve.

**ACCOUNTS PAYABLE/JOURNAL ENTRIES/TRANSFERS**

Commissioner Strafuss moved to approve accounts payables as follows with the exception of check #331695:

## ACCOUNTS PAYABLE

DATE 12/10/2012

CHECKS		WARRANTS	
<u>331662</u>	to	<u>331772</u>	<u>5719</u>
<u>331773</u>	to	<u>331780</u>	<u>5720</u>
<u>331781</u>	to		
<u>331782</u>		<u>331788</u>	
<b>voided checks 331700-331706</b>			

### TRANSFERS

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

Please sign and date that you have reviewed the included information.

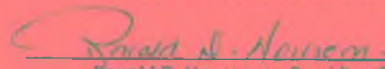
Date	Time	Signature	Comments
12/6/2012	10:45AM		


### NOT APPROVED

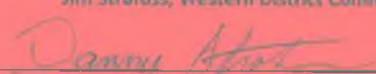
CHECKS	TRANSFERS	COMMENTS:
<u>331695</u>	<u>                    </u>	<u>NEED MORE INFO</u> <u>AT</u>
_____	_____	_____
_____	_____	_____

9:31am  
 12/10/12  
 approved

### COMMISSION APPROVAL

  
 \_\_\_\_\_  
 Ronald B. Houseman, Presiding Commissioner

  
 \_\_\_\_\_  
 Jim Strafass, Western District Commissioner

  
 \_\_\_\_\_  
 Danny Strahan, Eastern District Commissioner

Commissioner Strahan seconded the motion with discussion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafass (aye).

## MONTHLY BUDGET REPORT

Auditor Rick Findley came before the Commission to present the monthly budget report. He stated that most departments have stayed within their budgets for the past month and will stay

within the budgeted amount even with the added expense of the raises. Mr. Findley also stated that the Fund Balances were down and revenues were about the same as last year. He also stated that Road and Bridge's fund are up which will allow them funds to complete larger projects.

Commissioner Houseman requested Mr. Findley to bring to the Commission totals for salary increases and those offices who will be over budget due to these increases.

### **BID #201211-201 DE-ICING MATERIALS**

Purchasing Agent Ron Erickson and Randy Haes, with Road and Bridge, came before the Commission to give their formal recommendation for Bid #201211-201. Mr. Haes would like to award to the two lowest bidders for each item being lowest bidder as 1<sup>st</sup> choice and 2<sup>nd</sup> lowest bidder as a back-up.

Sodium Chloride (Rock salt): they recommend Cargill Deicing Tech. of North Olmsted, Ohio as low bidder and Bingham Sand & Gravel of Treece, Kansas as back-up.

Calcium Chloride: they recommend Scotwood Industries, Inc. of Overland Park, Kansas as low bidder and Sicalco, Ltd. of Hinsdale, Illinois as back-up.

Commissioner Strafuss moved to award Bid #201211-201 to Cargill Deicing Tech as low bidder for the Rock Salt with Bingham Sand & Gravel as back-up; and Scotwood Industries, Inc. as low bidder for the Calcium Chloride with Sicalco, Ltd. as back-up. Commissioner Strahan seconded the motion with discussion. Discussion ensued regarding available storage for these. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**RECESS  
9:21 AM**

**RECONVENE  
9:30 AM**

### **ACCOUNTS PAYABLE (revisited)**

Commissioner Strafuss stated that the Commission had received the information needed to approve check #331695. It was clarified that a grant had been received to cover the expenditure.

Commissioner Strafuss moved to approve check #331695. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

### **COURT ORDERS**

Cristy Smith, Deputy Clerk came before the Commission to present Personal Property Refunds as Exhibit A dated December 10, 2012; Real Abatements Parcel Occupancy as Exhibit B dated December 10, 2012; Real Estate Pending with an addition of parcel #08-8.0-33-001-005-001.000 (structure on land will be exempted) as Exhibit C dated December 10, 2012, and as Exhibit D dated December 10, 2012.

Commissioner Strafuss moved to approve Exhibit A as presented. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

12/10/2012

"A"

Commissioner Strahan

Roll #	Year	Assessment #	Value on Roll	Assessment Amount	Rolling Value	Rolling Value	Rolling Value (Rolling Value)	Rolling Value (Rolling Value)
10000000	2012	10000	10000000	10000000	10000	10000	10000	10000
10000000	2012	10000	10000000	10000000	10000	10000	10000	10000
10000000	2012	10000	10000000	10000000	10000	10000	10000	10000

Commissioner Straffuss moved to approve Exhibit B as presented. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Straffuss (aye).

"B"

Real Abatement Reconciliation - Parcel Occupancy

Abatement Number	Input Date	Property Number	Customer Name	NEW Res Value	NEW Agr Value	NEW Cust Value	Total Distribution Value
1011111	11/02/12 8:17:08 AM	1011111-00-00-00000	UNITED COMM BANK - DIGITAL	4750	0	4750	4750
1011112	11/02/12 1:41:45 PM	1011112-00-00-00000	CRAN TERRACE & BIRMAN W	100	0	100	100
1011113	11/02/12 12:21:31 PM	1011113-00-00-00000	LADWAY INC	1400	0	1400	1400
Total:							6650

Commissioner Strafuss moved to approve Exhibit C as presented. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

Abatement No.	Status	Input Date	Acct Number	Ctl Number	Property Number	Taxpayer Name	Begin Value	End Value	
<b>REAL ESTATE - PENDING</b>									
20131181	PENDING	11/26/2012			13-9-03-000-000101-000	DEPT DONALD MARK & DEBRA ANN	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	0	6700
<b>Notes:</b> GARAGE BARRIEN WRONG PARCEL SHOULD BE ON TOTALLEY 3885-2400-000-001-001							AGR Value	0	0
							Com Value	0	0
20131202	PENDING	11/26/2012			14-9-32-000-000101-000	DELT FAMILY TRUST	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	78750	0
<b>Notes:</b> ERRONEOUS ASSESSMENT CORING							AGR Value	0	0
							Com Value	0	0
20131202	PENDING	11/26/2012			14-9-32-000-000101-000	DELT FAMILY TRUST	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	0	10000
<b>Notes:</b> ERRONEOUS ASSESSMENT CORING							AGR Value	0	10000
							Com Value	0	0
20131213	PENDING	11/26/2012			04-2-05-000-000111-012	ROWDEN CATHERINE & WILLIAM J	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	21641	0
<b>Notes:</b> RESIDENTIAL NOT COMMERCIAL							AGR Value	0	0
							Com Value	0	0
20131216	PENDING	11/26/2012			04-2-05-000-000111-012	ROWDEN CATHERINE & WILLIAM J	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	0	4000
<b>Notes:</b> RESIDENTIAL NOT COMMERCIAL							AGR Value	0	4000
							Com Value	0	0
20131216	PENDING	11/26/2012			18-6-14-004-000211-002	SCHULTZ FRED & MARCELLA	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	500	0
<b>Notes:</b> COMMERCIAL TO RESIDENTIAL							AGR Value	0	0
							Com Value	0	0

December 05, 2012 Page 3 of 4  
*AD* 08-80-33-001-005-001.0 - exempt.

Abatement No.	Status	Input Date	Acct Number	Ctl Number	Property Number	Taxpayer Name	Begin Value	End Value	
20131217	PENDING	11/26/2012			18-6-14-004-000211-002	SCHULTZ FRED & MARCELLA	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	0	8790
<b>Notes:</b> COMMERCIAL TO RESIDENTIAL							AGR Value	0	0
							Com Value	0	0
20131219	PENDING	11/26/2012			05-3-04-000-000101-001	SHREMAN JAMES R & STACY L	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	0	0
<b>Notes:</b> NO LONGER EXEMPT PROPERTY							AGR Value	0	560
							Com Value	0	0
20131233	PENDING	12/3/2012			18-6-13-002-000405-000	WEBB FORREST H & JANET R	PERSONAL	0	0
<b>Reason:</b> ERRONEOUS ASSESSMENT							Res Value	10800	10800
<b>Notes:</b> RES COME DUE TO FLOOD NOT BUILDING BACK							AGR Value	0	0
							Com Value	0	0

Commissioner Strafuss moved to approve Exhibit D as presented. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

### Personal Abatement Reconciliation

Abatement No.	Status	Input Date	Acct Number	CU Number	Property Number	Taxpayer Name	Begin Value	End Value
<b>PERSONAL PROPERTY - <del>REMOVED</del> OLD BILL</b>								
2011152	APPROVED	11/22/2012	6000			HOSBAY MARIE C		2011
<b>Reason:</b> DUPLICATE							<b>Abatement Year:</b>	2011
<b>Notes:</b> ASSESSED ON TWO 2003 GM'S, AND TAXPAYER ONLY OWNED ONE. CORRECT BILL IS OF 64064							<b>PERSONAL</b>	5000
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011154	APPROVED	11/22/2012	7273			SPINDLERWELL		2011
<b>Reason:</b> WRONG TAX CODE							<b>Abatement Year:</b>	2011
<b>Notes:</b> REQUESTED TO CORRECT TAX CODE AND SPINNING WIRE. THE CORRECTED ASSESSMENT IS CORRECT AND SPINNING WIRE 2420							<b>PERSONAL</b>	1420
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011155	APPROVED	11/22/2012	6432			WIGGITH RICHARD A DETALFER		2011
<b>Reason:</b> CORRECTION							<b>Abatement Year:</b>	2011
<b>Notes:</b> REQUESTED TO CORRECT TAX CODE. THE REQUEST ASSESSMENT IS CORRECT AND SPINNING WIRE 2420							<b>PERSONAL</b>	11200
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011156	APPROVED	11/22/2012	6434			NESTER RONALD		2011
<b>Reason:</b> WRONG TAX CODE							<b>Abatement Year:</b>	2011
<b>Notes:</b> REQUESTED TO CORRECT TAX CODE AND SPINNING WIRE. THE CORRECTED ASSESSMENT IS CORRECT AND SPINNING WIRE 2420							<b>PERSONAL</b>	14100
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011158	APPROVED	11/22/2012	2211			TELEMANUS DEBRA J		2011
<b>Reason:</b> ERRONEOUS ASSESSMENT							<b>Abatement Year:</b>	2011
<b>Notes:</b> TAXPAYER ADDED 2011 FORD PROPER PER CORRECT BILL IS OF 64451							<b>PERSONAL</b>	2400
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0

Abatement No.	Status	Input Date	Acct Number	CU Number	Property Number	Taxpayer Name	Begin Value	End Value
2011159	APPROVED	11/27/2012	6090			SEANBROUGH GARRETT		2012
<b>Reason:</b> ERRONEOUS ASSESSMENT							<b>Abatement Year:</b>	2012
<b>Notes:</b> 2000 BMW NEEDS TO BE A 2000 MODEL PER TAXPAYER PHONE CALL AND O.G.R. CORRECT BILL IS OF 64441.							<b>PERSONAL</b>	5000
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011170	APPROVED	11/27/2012	5008			SULLINGER PAUL & JANEY		2012
<b>Reason:</b> CORRECTION							<b>Abatement Year:</b>	2012
<b>Notes:</b> 1985 TRAILER SHOULD HAVE BEEN 1982 TRAILER PER TAXPAYER IN OFFICE AND O.G.R. CORRECT BILL IS OF 64428.							<b>PERSONAL</b>	13810
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011171	APPROVED	11/27/2012	6180			CURTIS CANDY		2012
<b>Reason:</b> DUPLICATE							<b>Abatement Year:</b>	2012
<b>Notes:</b> DUPLICATE ASSESSMENT ON SAME VEHICLE. ONLY OWNED ONE SANTA FE VEHICLE. CORRECT BILL IS OF 64426							<b>PERSONAL</b>	400
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011172	APPROVED	11/27/2012	4502			HOLMES VICKI J & JAMES C JR		2012
<b>Reason:</b> SPLIT BILL							<b>Abatement Year:</b>	2012
<b>Notes:</b> VICKI AND JAMES ARE DIVORCED. DIVORCE DECREE SHOWS OWNERSHIP OF 2001 CHEVY WAS GIVEN TO VICKI AND OF 2011 FORD WAS GIVEN TO JAMES. PLEASE REPLACE WITH OF 64450 AND OF 64451							<b>PERSONAL</b>	9060
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011173	APPROVED	11/27/2012	32643			SEAMONS JULIE		2012
<b>Reason:</b> ERRONEOUS ASSESSMENT							<b>Abatement Year:</b>	2012
<b>Notes:</b> TAXPAYER DID NOT HAVE ANY PERSONAL PROPERTY IN TANEY COUNTY ASSESSED IN ERROR.							<b>PERSONAL</b>	3270
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0
2011174	APPROVED	11/27/2012	32018			BAKTER JEFF J		2012
<b>Reason:</b> CORRECTION							<b>Abatement Year:</b>	2012
<b>Notes:</b> TAXPAYER FILED SAME VEHICLE ON FORM. O.G.R. REPORT SHOWS HE ONLY HAD ONE. PLEASE REPLACE WITH OF 64450							<b>PERSONAL</b>	3010
							<b>Res Value:</b>	0
							<b>AGR Value:</b>	0
							<b>Com Value:</b>	0

Assessment No	Status	Input Date	Acct Number	Ctl Number	Property Number	Taxpayer Name	Begin Value	End Value	
2011177	APPROVED	11/27/2012	78008			DALTON GRAY & BROTTNEY	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	3840	0
<b>Notes:</b> 1987 CHEVROLET SHOULD BE 1995. PLEASE REPLACE WITH CP 64444							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011178	APPROVED	11/27/2012	20155			COX KATHERINE	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	100	0
<b>Notes:</b> 1971 DODG SHOULD BE 1971 MERCEDES. SEE O.D.R. REPORT. PROGRAM TRANS. VEHICLE INCORRECTLY. PLEASE REPLACE WITH CP 64481							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011179	APPROVED	11/27/2012	64345			WERTHER WILLIAM S	Abatement Year: 2012		
<b>Reason:</b> DUPLICATE							PERSONAL	19460	0
<b>Notes:</b> TAXPAYER PREVIOUSLY PAID UNDER 64607. THIS IS A DUPLICATE BILL.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011180	APPROVED	11/27/2012	64250			STEARNS LARRY & PAT	Abatement Year: 2011		
<b>Reason:</b> DUPLICATE							PERSONAL	11900	0
<b>Notes:</b> TAXPAYER HAD ALREADY PAID FOR THESE VEHICLES ON ACC YRS CP 64253 AND 82795							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011182	APPROVED	11/27/2012	88951			S & D COFFEE	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	195	0
<b>Notes:</b> REASSESSED TO REMOVE LATE FILING FEE. TAXPAYER FILED TIMELY. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011183	APPROVED	11/27/2012	64262			HOFFMAN ADAM & BRENDA	Abatement Year: 2011		
<b>Reason:</b> CORRECTION							PERSONAL	6860	0
<b>Notes:</b> DESCRIPTION ON BMS IS INCORRECT WHICH MADE VALUE WRONG. PLEASE REPLACE WITH CP 64443							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0

Wednesday, December 05, 2012

Page 3 of 9

Assessment No	Status	Input Date	Acct Number	Ctl Number	Property Number	Taxpayer Name	Begin Value	End Value	
2011184	APPROVED	11/27/2012	64204			MITCHELL MARLENE M	Abatement Year: 2012		
<b>Reason:</b> DUPLICATE							PERSONAL	8270	0
<b>Notes:</b> DUPLICATE BILL. ALREADY PAID UNDER ACCOUNT CP 84207 FOR SAME VEHICLES.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011185	APPROVED	11/27/2012	64037			WOHL MICHAEL	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	23800	0
<b>Notes:</b> REASSESSED TO CORRECT VEHICLE YEAR. THE CORRECTED ASSESSMENT IS UNDER ADD ON-CONTROL #64931. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011188	APPROVED	11/27/2012	64297			KOCH ANDY J & KRISTINA	Abatement Year: 2012		
<b>Reason:</b> DUPLICATE ASSESSMENT							PERSONAL	1580	0
<b>Notes:</b> TAXPAYERS MISTAKENLY ASSESSED FOR A VEHICLE TITLED AND ASSESSED IN PARENTS NAME @ ACCOUNT # 2020. THE CORRECTED ASSESSMENT FOR THESE TAXPAYERS IS UNDER ADD-ON-CONTROL # 84400. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011187	APPROVED	11/27/2012	62548			MITCHELL MARLENE M	Abatement Year: 2010		
<b>Reason:</b> ERRONEOUS ASSESSMENT							PERSONAL	8220	0
<b>Notes:</b> TAXPAYER DID NOT NEED RESERVE LATE FEE. PAID UNDER ACC CP 64208.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011188	APPROVED	11/27/2012	73243			SAFETY-KLEEN SYSTEMS INC	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	730	0
<b>Notes:</b> REASSESSED TO REMOVE LATE FILING FEE. TAXPAYER FILED TIMELY. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
2011190	APPROVED	11/27/2012	78718			SAFETY-KLEEN SYSTEMS INC	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	230	0
<b>Notes:</b> REASSESSED TO REMOVE LATE FILING FEE. TAXPAYER FILED TIMELY. THE CORRECTED ASSESSMENT IS UNDER ADD ON-CONTROL # 83484. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0

Wednesday, December 05, 2012

Page 4 of 9





Abatement No	Status	Input Date	Acct Number	CII Number	Property Number	Taxpayer Name	Begin Value	End Value	
20131209	APPROVED	11/09/2012	8474			SOONKAT ROBERT JR	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	18810	0
<b>Notes:</b> TAXPAYER FAILED TO REMOVE 2003 FORD ESCAPE FROM ASSESSMENT FORM. SEE D.O.R. REPORT SHOWS IT NOT TITLED IN TAXPAYER'S NAME 11/2012. PLEASE REPLACE WITH CI# 84553							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131210	APPROVED	11/09/2012	84092			SPENCER STEPHANIE & THOMAS	Abatement Year: 2011		
<b>Reason:</b> ERRONEOUS ASSESSMENT							PERSONAL	2470	0
<b>Notes:</b> ERROR IN TAXPAYER'S ASSESSMENT. CORRECT BILL IS CI# 84304.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131211	APPROVED	11/09/2012	87-03			GOSNEN LOUIS (JOE)	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	8000	0
<b>Notes:</b> TAXPAYER LEFT OFF INV FROM FIRST ASSESSMENT. CORRECT ASSESSMENT AND BILL IS CI# 84554							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131212	APPROVED	11/09/2012	51938			JONES L NUTH	Abatement Year: 2012		
<b>Reason:</b> ERRONEOUS ASSESSMENT							PERSONAL	2470	0
<b>Notes:</b> TAXPAYER DID NOT OWN 1991 1/2 T PICKUP. CORRECT BILL IS CI# 84543.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131220	APPROVED	11/09/2012	81551			JONES MAXINE	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	100	0
<b>Notes:</b> TO REMOVE VEHICLE NOT OWNED JANUARY 1, 2012. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131221	APPROVED	11/09/2012	2770			CLAUSER CARL D	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	13270	0
<b>Notes:</b> YEAR OF TRAILER IS INCORRECT. SHOULD BE 1984 RATHER THAN 1986. SEE D.O.R. REPORT. PLEASE REPLACE WITH CI# 84590							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0

Abatement No	Status	Input Date	Acct Number	CII Number	Property Number	Taxpayer Name	Begin Value	End Value	
20131222	APPROVED	11/09/2012	87480			ARTHUR LARRY & DEANNA	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	100	0
<b>Notes:</b> TAXPAYER LISTED WRONG VEHICLE. JAN 1, 2012 SHE OWNED 2002 CHRYSLER PT CRUISER NO 1997 DOODS PICKUP. SEE D.O.R. REPORTS. PLEASE REPLACE WITH CI# 84572							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131223	APPROVED	11/09/2012	17141			HEMPHILL DEREK & AMY	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	7200	0
<b>Notes:</b> TAXPAYER NO LONGER OWNED 2010 FORD JAN 1, 2012. SEE D.O.R. REPORT. PLEASE REPLACE WITH CI# 84549							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131224	APPROVED	11/09/2012	74644			ARVEST LEASE #8000706005061	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	25760	0
<b>Notes:</b> REASSESSED TO TRANSFER ASSETS TO OWNER - LEASED EQUIPMENT WAS PURCHASED BY LESSEE IN 2011. THE CORRECTED ASSESSMENTS ARE UNDER ADD-ON/CONTROL # 84516 AND # 84518 GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131225	APPROVED	11/09/2012	71168			DUNLAP GREG	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	2400	0
<b>Notes:</b> 1994 CHEVY TANKO SHOULD BE 1996. SEE D.O.R. REPORT. PLEASE REPLACE WITH CI# 84593.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131227	APPROVED	11/09/2012	73217			WALTON RANDALL	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	990	0
<b>Notes:</b> TAXPAYER FAILED TO REMOVE VEHICLE FROM FORM (2003 FORD TALUS) - HE DIDNT OWN 01/01/2012, 2000 GMC 9000 REG 31318 IN ARIZONA FOR 2012. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20131228	APPROVED	11/09/2012	78714			ALLRED LANCE & CAMERCE WILLIAM	Abatement Year: 2012		
<b>Reason:</b> CORRECTION							PERSONAL	2640	0
<b>Notes:</b> REASSESSED TO CORRECT VEHICLE YEAR. THE CORRECTED ASSESSMENT IS UNDER ADD-ON/CONTROL #84490 GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0

Abatement No	Status	Input Date	Acct Number	CU Number	Property Number	Taxpayer Name	Begin Value	End Value	
20111230	APPROVED	11/09/2012	63808			CHARLES GADE SERVICE	Abatement Year:	2012	
<i>Reason:</i> CORRECTION							PERSONAL	100	0
<i>Notes:</i> TAXPAYER WAS REASSESSED TO SPLIT PERSONAL AND BUSINESS ASSETS, BUT INADVERTENTLY PAID THE COMBINED TAX STATEMENT. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20111231	APPROVED	12/3/2012	63815			MICENT CHARLES D	Abatement Year:	2012	
<i>Reason:</i> CORRECTION							PERSONAL	5690	0
<i>Notes:</i> TAXPAYER WAS INITIALLY REASSESSED TO SPLIT BUSINESS AND PERSONAL PROPERTY, HE INADVERTENTLY PAID UNDER THE COMBINED ACCOUNT # 15327. GG							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0
20111232	APPROVED	12/3/2012	64011			THURMAN RANDY & RHONDA	Abatement Year:	2011	
<i>Reason:</i> ERRONEOUS ASSESSMENT							PERSONAL	3160	0
<i>Notes:</i> SHOULD BE 2004 PICKUP BUT TAXPAYER HAD ALREADY PAID ON 2000 PICKUP. DIFFERENCE IS 1900 ASSESSED. CORRECT BILL IS ON 64010.							Res Value:	0	0
							AGR Value:	0	0
							Com Value:	0	0

Wednesday, December 05, 2012

Page 1 of 3

## CRISIS FUNDING

Treasurer Helen Souttee came before the Commission to present crisis funding the County will be sending to the Women's Crisis Center of Taney County. Mrs. Souttee explained the center has sent in all of the required documentation and she would like the Commission to issue a letter stating the intent of the County to send a check in the approximate amount of \$8,800.00.

Commissioner Strafuss moved to issue a letter to the Women's Crisis Center of Taney County to inform them that they will be receiving funds from Taney County for approximately \$8,800.00. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

## SOLID WASTE DISPOSAL AGREEMENT

The Commission was presented a Solid Waste Disposal Agreement between Taney County and Waste Cooperation of Missouri, Inc (WCA). Commissioner Strafuss moved to approve the Solid Waste Disposal Agreement by and between Taney County and Waste Corporation of Missouri, Inc. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**SOLID WASTE DISPOSAL AGREEMENT**

THIS AGREEMENT is made as of the 29th day of November, 2012, by and between TANEY COUNTY a body politic of the State of Missouri, (hereinafter referred to as "Customer"), and WASTE CORPORATION OF MISSOURI, INC., a Delaware corporation authorized to do business in Missouri, (hereinafter referred to as "WCA"), for the disposal of non-hazardous MSW.

- 1) **Designated MSW.** During the term of this Agreement, subject to the provisions hereof, Customer shall cause to be delivered, and WCA shall accept and dispose of, the Customer's MSW (as hereinafter defined) at the Black Oak Landfill operated by WCA in Hartville, Missouri (the "Disposal Site"), or such other site as WCA may designate, provided that WCA's selection of any other site shall not result in any increased cost to Customer.
- 2) **Disposal Rate.** Customer agrees to pay WCA a variable disposal fee based upon the total volume of MSW collected at the Taney County Transfer Station versus the actual percentage of such total volume disposed of at the Disposal Site as follows:
  - If 50% to 74% of the total monthly volume is disposed of at the Disposal Site, the rate charged to and paid by Customer for that month shall be \$20.00 per ton
  - If 75% to 99% of the total monthly volume is disposed of at the Disposal Site, the rate charged to and paid by Customer for that month shall be \$16.00 per ton
  - If 100% volume of the total monthly volume is disposed of at the Disposal Site, the rate charged to and paid by Customer for that month shall be \$12.50 per ton

The Disposal Rate is inclusive of all governmentally-imposed fees, taxes, and surcharges.

Customer shall submit to WCA a monthly report of total MSW tons collected at the Taney County Transfer Station and total tonnage disposed of at the Disposal Site, which WCA will use to determine the total amount due from Customer for such month. WCA shall have the right to audit the monthly volume reports provided by Customer and Customer agrees to correct any documented errors in such reports.

- 3) **Term.** The Initial Term shall commence on August 20th, 2012 and shall continue for eighteen (18) months thereafter (the "Initial Term").
- 4) **Title to MSW.** Title to the MSW delivered by Customer shall be transferred to and vest in WCA at the time the MSW is fully unloaded at the working face of the Disposal Site and the Customer's vehicle has departed such working face. Prior

thereto, title to the MSW shall be in, and all risks and responsibilities therefore shall be borne by, Customer. However, if WCA or its subcontractor is providing transportation, title to the MSW will be transferred to WCA when the vehicle has departed Customer's or generator's premises.

- 5) **Compliance with Law.** WCA and Customer shall comply with all applicable local, state and federal laws pertaining to the delivery and disposal of the MSW. Customer shall also comply with work and safety rules that have been promulgated by WCA to govern operations at the Disposal Site, provided such rules are made available to Customer.
- 6) **Payment.** Payment shall be due thirty (30) days from the date of invoice. All payments not received within ten (10) days from the due date shall carry interest at the lesser of the highest rate permitted by law or 1.5% per month.
- 7) **Mutual Indemnities.** WCA hereby agrees to indemnify and hold Customer harmless from and against any and all loss, damage, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's or WCA's property, and injuries to or death of persons, including Customer's or WCA's employees, to the extent caused by or resulting from the negligence or willful misconduct of, or violation of any federal, state or local laws or regulations by, WCA, its employees or agents or WCA's breach of the provisions of this Agreement. The foregoing indemnification shall include any claim for costs of response made by a third party, including a governmental agency, pursuant to the Comprehensive Environmental Response, Compensation and Liability Act (commonly referred to as "Superfund"), except to the extent that any such claim is the result of Customer's delivery of Unacceptable MSW to the Disposal Site.

Customer hereby agrees to indemnify and hold WCA harmless from and against any and all loss, damages, suits, liability and expenses (including, but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss of or damage to property, including Customer's or WCA's property, and injuries to or death of persons, including Customer's or WCA's employees, to the extent caused by or resulting from the negligence or willful misconduct of, or violation of any federal, state or local laws or regulations by Customer, its employees or agents or Customer's breach of the provisions of this Agreement.

- 8) **Independent Contractor.** The work and labor herein provided for shall be performed and furnished by WCA as an independent contractor and under the sole supervision, management, direction and control of WCA in accordance with the terms and conditions of this Agreement.
- 9) **Force Majeure.** Neither WCA nor Customer shall be liable for the failure to perform their respective obligations nor for any resulting damage or loss, if such

failure is caused by a catastrophe, riot, war, act of the legislature, by reason of final order by a court of record in a proceeding not instituted by or acquiesced to by Customer or WCA, administrative order, or by strike, fire, accident, act of God, failure of equipment, obstruction or damage to buildings, lack of required access to roadways and bridges, electricity or other utility failure, inability to access the Disposal Site, or other similar contingency beyond the reasonable control of WCA or Customer Neither party shall be due compensation from the other upon the occurrence of any Force Majeure and for as long as the Force Majeure continues. Both WCA and Customer shall resume full or substantial performance of their respective obligations under this Agreement immediately upon cessation of the Force Majeure circumstances.

- 10) **Applicable Law.** The validity, interpretation and performance of this agreement shall be governed and construed in accordance with the laws of the State of Missouri.
- 11) **Validity of Obligations.** If any Section, subsection, sentence or clause of this agreement shall be adjudged illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the agreement as a whole or of any Section, subsection, sentence or clause hereto not so adjudged.
- 12) **No Waiver.** Any waiver by either party of any provision or condition of this agreement shall not be deemed to be a waiver of any other provision or condition of this agreement, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be so expressed in writing and signed by the party to be bound.
- 13) **Amendment.** This Agreement may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated into this agreement.
- 14) **Attorneys' Fees.** If WCA or Customer shall bring any action for any relief against the other, declaratory or otherwise, arising out of or under this agreement, the losing party shall pay the successful party a reasonable sum for attorneys' fees in such suit and such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.
- 15) **Termination for Material Noncompliance.** Notwithstanding anything contained herein to the contrary, in addition to any other rights, each party hereto has the right to terminate this Agreement in the event of a material breach by the other party. Customer acknowledges that delivery of any material other than MSW to the Disposal Site may be deemed a material breach.
- 16) **Assignment.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign

its rights hereunder without the prior written consent of the other party; *provided, however,* that WCA may assign its rights to any of its Affiliates provided that such assignment will not relieve WCA of its obligations hereunder without Customer's written consent.

- 17) **Notices.** All notices shall be given in writing to the parties at the following Addresses:

If to WCA:

Waste Corporation of Missouri, Inc.  
5054 Highway 1111  
Hartville, MO 65667  
ATTN: Landfill Manager

With a copy to:

WCA Waste Corporation  
1330 Post Oak Blvd, 30<sup>th</sup> Floor  
Houston, Texas 77056  
ATTN: Mike Roy

If to Customer:

Taney County \_\_\_\_\_  
P. O. Box 1086 \_\_\_\_\_  
Forsyth, MO 65653 \_\_\_\_\_

- 18) **Certain Definitions.**

An "Affiliate" of WCA is any corporation controlling, controlled by or under common control with WCA.

"CPI" shall mean the Consumer Price Index for All Urban Consumers (CPI-U), all items, published by the United States Department of Labor, Bureau of Labor Statistics 1982-1984 = 100. In the event the United States Department of Labor, Bureau of Labor Statistics ceases to publish the CPI, the parties agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available.

"Municipal Solid MSW" and "MSW" shall mean all household MSW, commercial, agricultural, governmental, industrial and institutional MSW having physical and chemical characteristics similar to those of household MSW. Excluded from this definition are hazardous MSWs, banned MSWs, and special MSWs as defined


under applicable Missouri law, including regulations promulgated by the Missouri Department of Natural Resources.

19) **Entire Agreement.** This Agreement constitutes the entire understanding between Customer and WCA, and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

Executed effective date first written above.

**CUSTOMER:**

**TANEY COUNTY MISSOURI**

By:   
Name: \_\_\_\_\_

Its: \_\_\_\_\_

**WASTE CORPORATION OF MISSOURI, INC.**


By:   
Name: Kenneth J. B...

Its: WCA

**ATTEST**

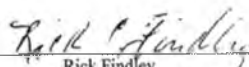
On this 10 day of December, 2012, before me personally appeared Ronald D. Houseman, Presiding Commissioner, and said Commissioner acknowledged said instrument to be his free act and deed on behalf of the Taney County Commission.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is the Solid Waste Disposal Agreement, made and entered into by the Taney County Commission and signed on this 10 day of December, 2012.

  
Donna Neeley  
Clerk of the Taney County Commission

**CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER**

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, 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 Solid Waste Disposal Agreement 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 obligation, if any, incurred by the terms of this Solid Waste Disposal Agreement.

By:   
Rick Findley  
Taney County Auditor

Date: 12/10/12



## CITY OF FORSYTH FUNDING AGREEMENT

Commissioner Straffuss moved to approve the Intergovernmental Construction Funding Agreement between Taney County, Missouri; Taney County Regional Sewer District; and the City of Forsyth, Missouri, concerning the Wastewater Treatment Facility Capital Improvement Project. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Straffuss (aye).

**INTER-GOVERNMENTAL CONSTRUCTION FUNDING AGREEMENT  
TANEY COUNTY, MISSOURI  
AND  
TANEY COUNTY REGIONAL SEWER DISTRICT  
AND  
THE CITY OF FORSYTH, MO  
WASTEWATER TREATMENT FACILITY CAPITAL IMPROVEMENT PROJECT**

THIS AGREEMENT is made and entered into between the Taney County, Missouri (hereinafter referred to as "County"), the Taney County Regional Sewer District (hereinafter referred to as "District") and the City of Forsyth, Mo (hereinafter "City").

**WITNESSETH:**

WHEREAS, the County is a political subdivision of the State of Missouri; and

WHEREAS, the District is a political subdivision of the State of Missouri governed by Chapter 204, formerly known as Chapter 644 and renumbered in 1986, and the District has the power to establish, construct, reconstruct, improve, repair, operate, and maintain sewer systems and treatment facilities pursuant to §204.320; and

WHEREAS, the City is a political subdivision of the State of Missouri; and

WHEREAS, pursuant to section 70.220 RSMo, the County, District and City are authorized to enter into agreements for the planning, development, construction, acquisition or operation of any public improvement or facility, or for a common service; and

WHEREAS, pursuant to the above stated authority the County and District entered into an Intergovernmental Agreement on or about December 29, 2011, whereby the District would assist with improvements to Taney County sewer systems through projects utilizing expenditures of sewer sales tax funds; and

WHEREAS, the County has approved under the 2012 Budget the funding for the Construction Phase of a sewer improvement project known as the Wastewater Treatment Facility Capital Improvements;

NOW, THEREFORE, the County, District and City, in exchange for the mutual obligations and covenants contained herein, agree as follows:

The Whereas clauses above are incorporated herein as if fully set forth.

**I. Scope of Agreement**

**A. The County Agrees to**

1. Provide funding for the Construction Phase of the V-BLOX upgrades Capital Improvements project up to \$ 36,360. No additional money above that stated in this agreement will be allocated to the project without prior written approval from the Commission prior to the work being performed.

2. Unless an invoice requires immediate payment under the terms of the project contract or due to an emergency, the County will pay the City on a monthly basis, by the fifteenth of each month, for the invoices then due on the project which have been approved by the District and the City's engineer or project manager. The invoices must be presented to the Commission at least seven days prior to approval for payment.

**B. The District Agrees to**

1. After the concept phase is complete, review the final project plan with the City and verify for the Commission that this project meets the criteria necessary to be funded through the Sewer Sales Tax Fund.
2. Review engineering reports submitted by the project engineer, or project manager if no engineer is overseeing the project, to ensure the project is properly constructed and satisfactorily completed.
3. Review written progress reports submitted by the project engineer, or project manager if no engineer is overseeing the project, on a monthly basis.
4. Review all project invoices and provide written approval to be submitted to the Commission confirming the work has been completed.
5. Advise the Commission in writing if additional money will be needed to complete the project, and shall assist the City in obtaining the Commission's order in writing and on record, prior to the work being performed calling for the additional compensation to be paid.

**C. The City Agrees to**

1. Once the construction of the project is approved by the County, the City shall obtain bids necessary to proceed with the construction phase of the project.
2. Proceed with the necessary steps to oversee the construction of the project.
3. Provide the District with monthly engineering/inspection reports to ensure the project is being properly constructed and satisfactorily completed.
4. Provide the District written progress reports developed by the project engineer, or project manager if no engineer is overseeing the project, on a monthly basis.
5. Advise the District and Commission in writing if additional money will be needed to complete the project, and shall obtain the Commission's order in writing and on the record, prior to the work being performed calling for the additional compensation to be paid.
6. Inform the Contractor that no additional money above that stated in this agreement will be allocated to the project without prior written approval from the Commission prior to the work being performed.

## II. Term

This Agreement shall become effective as soon as signed by all parties and shall remain in force until September 30, 2013, unless terminated earlier in accordance with its terms herein.

## III. Termination

This Agreement may be terminated by mutual consent of the parties if it is determined that the project contemplated in this Agreement will not go forward. Any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

## IV. Amendment

Amendments to this Agreement may be proposed by any party upon written notice to the other parties, and such amendments shall become effective as soon as signed by all parties hereto.

## V. Notices

Any notices required hereunder shall be addressed as follows:

### To County:

Ronald D. Houseman, Presiding  
Commissioner  
Taney County, Missouri  
P. O. Box 1086  
Forsyth, Missouri 65653

### With copy to:

Nikki Lawrence  
Commissioners Assistant  
P. O. Box 1086  
Forsyth, Missouri 65653

### To District:

Nathan Easley, Chairman of the Board,  
Taney County Regional Sewer District  
P.O. Box 206  
Forsyth, MO 65653

With copy to:  
John Soutec, Administrator  
P.O. Box 206  
Forsyth, MO 65653

To City of Forsyth, MO:

## VI. Allocation of Liability

The County, District and City agree that each party will assume its own liability for all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, its activities or performance of this Agreement or liability, damages and expenses arising out of performance of the obligations stated in this Agreement or the sewer improvement project.

## VII. Attorney Fees

In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

#### VIII. Indemnity/ Liability Insurance

Without limiting any other obligations under this agreement, the District and City shall secure and maintain at its own cost, throughout the duration of this agreement, liability insurance of such type and in such amounts as may be necessary to protect it and the interests of Taney County against all risks of loss and liability which may arise out of the District's or City's performance of this agreement, including but not limited to general liability coverage, wrongful termination, employee rights under federal or state statutes, or Missouri common law.

In no event shall the language or requirements of this Agreement constitute or be construed as a waiver or limitation of Taney County's, the City's or the District's rights or defenses with regard to each entities applicable sovereign, governmental or official immunities and protections as provided by federal and state constitutions, statutes, and laws.

In the event any suit based upon a claim, action, loss, cost, expense or damage arising out of the project contemplated in this Agreement is brought against the County based on the City's or District's actions, the City and the District shall defend and indemnify the County, its elected officials and employees at its sole cost and expense; provided that the County retains the right to participate in such suit. If any important principle of governmental or public law is involved, the County may, at its expense, participate in and prosecute such action. If final judgment be rendered against the County or its officers, agents or employees, finding them liable for the City's or District's actions, the City and/or District, or both, shall satisfy the same in full.

#### IX. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon the parties unless stated herein.
- B. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of the County, City and District Board, respectively, and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- C. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.
- D. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**SIGNATURE PAGE FOR INTERGOVERNMENTAL FUNDING AGREEMENT  
REGARDING Capital Improvement Project**

County of Taney, Missouri

By: Ronald D. Houseman  
Ronald D. Houseman,  
Presiding Commissioner

ATTEST: I, Donna Neeley, the Clerk of the Taney County Commission hereby attest that the above agreement was executed by the Taney County Presiding Commissioner Ronald D. Houseman, pursuant to a duly passed motion of the Taney County Commission approving the agreement.

Donna Neeley  
County Clerk, Donna Neeley

**CERTIFICATION OF TANEY COUNTY ACCOUNTING OFFICER**

The undersigned, as Budget Officer and Accounting Officer for the County of Taney, State of Missouri, hereby certifies, pursuant to Section 50.660 RSMo, 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 Agreement 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, when taken together with expected revenues from the sewer sales tax, each sufficient to meet the obligation incurred by this Agreement with the Taney County Regional Sewer District for the Short Creek Gravity Sewer Alternative Feasibility Study project.

By: Rick Findley  
Rick Findley  
Taney County Auditor

Date: 12/19/12

Taney County Regional Sewer District

By *Nathan Easley*  
Mr. Nathan Easley  
Chairman of the Board

ATTEST: I, *Sarah Todd* the Secretary of the Taney County Regional Sewer District, hereby attest that the above agreement was executed by the Chairman of the Directors of the Taney County Regional Sewer District, Nathan Easley, pursuant to a duly passed motion of the Board of the District approving the agreement.

*Sarah Todd*  
Secretary

City of Forsyth, MO

By *Michael Chipman*  
Michael Chipman, Mayor

ATTEST: I, *Cheyenne Beasley* the City Clerk, hereby attest that the above agreement was executed by the Mayor with the approval of the Board of Aldermen of the City of Forsyth, MO, pursuant to a duly passed motion by the Board of Aldermen approving the agreement.

*Cheyenne Beasley*  
City Clerk, Cheyenne Beasley

**INVOICE - CASH OPTION**

*Treatment Plant \**

Power Protection / Energy Optimization Systems

**SOLD TO:** CITY OF FORSYTH SEWAGE  
15405 HWY 160  
FORSYTH, MO 65653

**CONTACT:** CHRIS ROBERTSON


**DATE:** September 24, 2012

DESCRIPTION		AMOUNT
QUANTITY	MODEL	
0	120/240 Volt Single Phase - Model VB1R (Residential)	
0	120/240 Volt Single Phase - Model VB1C	
0	120/240 Volt Three Phase Delta - Model VB3A	
0	120/208 Volt Three Phase Wye - Model VB3B	
0	277/480 Volt Three Phase - Model VB3C	
7	CUSTOM TVSS UNITS	
7	PFC/Auto-Tune Energy Optimization Units	
1	Custom System Engineering Services	
<b>PRE-TAX TOTAL SYSTEM COST</b>		<b>\$33,635.00</b>
<b>SYSTEM INSTALLATION COST</b>		<b>\$2,725.00</b>
CK #	ADVANCE PAYMENT	
	<b>SALES TAX @ 0.00%</b>	<b>\$0.00</b>
<b>TOTAL DUE</b>		<b>\$36,360.00</b>

PLEASE MAKE ALL CHECKS PAYABLE TO:

Daniel Stokes Inc.  
815 Universe Street  
Palm Bay, FL 32907

SALES REPRESENTATIVE:

Dan Stokes

THANK YOU FOR YOUR BUSINESS!

TERMS: 50% PLUS ALL STATE & LOCAL TAXES DOWN, WITH THE BALANCE DUE UPON INSTALLATION OF TVSS UNITS - PAST DUE ACCOUNTS ARE SUBJECT TO A 1.5% LATE PAYMENT CHARGE

## **WELLNESS ADVISORY COMMITTEE APPOINTMENTS**

Nikki Lawrence came before the Commission to present recommendations for the Wellness Advisory Committee. She recommended that Kyle Essary and Mike Scofield be appointed to the committee. Discussion ensued regarding a state employee being able to be appointed to a county committee. The Commission directed Mrs. Lawrence to work with Linda Sorenson to write by-laws or qualifications for this committee for the Commission to draw from. The Commission stated they had nothing against the other individual but just wanted to protect the County.

Commissioner Strafuss moved to approve Kyle Essary to the Wellness Advisory Committee. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

## **COUNTY BOARD APPOINTMENTS**

Commissioner Houseman stated that when the Commission appointed the Library Board they did it following instructions given to them but they were incorrect according to Missouri Law. Commissioner Houseman would like the Commission to now take the time to make those corrections.

Commissioner Strafuss moved to appoint Roxanne Young to the Library Board with her term effective July 2012 with term expiring July 2016. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

Commissioner Strafuss moved to adjust Sarah Klinefelter's appointment to expire on July 2014. Commissioner Strahan seconded the motion. The motion carried by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

The following appointments are now in place:

Roxanne Young's term to expire July 2016; James Babcock's term to expire July 2013; Sarah Klinefelter's term to expire July 2014; and Barbara Wehrman's term will expire July 2015.

This leaves one vacancy to be filled.

Commissioner Strafuss stated there were still 2 vacancies on the Planning and Zoning Board; Branson Township and the Big Creek Township. Other Boards with 1 vacancy each are: Taney County Transportation Advisory Board, IDA, and the Regional District Sewer Board. Discussion ensued concerning township lines.

## **INSURANCE ISSUES**

Linda Sorenson and Dixie Waggoner came before the Commission to discuss the County's insurance changing from Anthem to Cox Health.

## **EXECUTIVE SESSION –PER SECTION 610.021 (3)**

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021 (3). Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**EXECUTIVE SESSION  
10:05 AM**



See Executive Session Minutes for actions, if any.

Commissioner Strafuss moved to exit out of Executive Session. Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**OUT OF EXECUTIVE SESSION**

**11:14 AM**

**RECESS**

**11:14 AM**

**RECONVENE**

**12:35 PM**

**2013 BUDGET DISCUSSIONS  
COMMISSION CONFERENCE ROOM**

The Commission met to discuss the 2013 Budget. Those present were Auditor Rick Findley and Western District Commissioner – Elect Brandon Williams.

The #118 Jail Account and the #117 Sheriff Account were discussed. The Commission directed Mrs. Lawrence to schedule this department to come in to discuss the 2013 Budget. No motions were made at this time for this account.

**RECESS**

**1:23 PM**

**RECONVENE**

**1:48 PM**

Sheriff Jimmie Russell entered the meeting to discuss with the Commission accounts #117 and #118. Commissioner Houseman explained how the Commission came to a starting amount for the 2013 Budget. Discussion ensued regarding grants the Sheriff's Department is working with and items the Department paid out of "special accounts" that the Department will not have monies for in 2013. There was also discussion concerning the need for new personnel in 2013. The Sheriff will review these budgets again and report back to the Commission.

**RECESS**

**3:00 PM**

**RECONVENE**

**3:18 PM**

The Commission discussed the #108 Recorder Account with Mr. Dixon. The Commission decided to leave his budget unchanged at this time.

The Commission discussed the #115 Auditor Account with Mr. Findley. The Commission decided to leave his budget unchanged at this time.

The Commission discussed the #109 Court Reporter Account. The Commission decided to leave this budget unchanged at this time.

The Commission discussed the #111 Court Administrator Account. The Commission decided to leave this budget unchanged at this time.

The Commission discussed the #112 Presiding Circuit Judge Account. The Commission decided to leave this budget unchanged at this time.

The #113 Public Administrator Account was discussed. The Commission directed Mrs. Lawrence to schedule this department to come in to discuss the 2013 Budget. No motions were made at this time for this account.

The Commission discussed the #106 Treasurer Account. The Commission decided to leave this budget unchanged at this time.

The #107 Collector Account was discussed. The Commission directed Mrs. Lawrence to schedule this department to come in to discuss the 2013 Budget. No motions were made at this time for this account.

The #121 Coroner Account was discussed. The Commission directed Mrs. Lawrence to schedule this department to come in to discuss the 2013 Budget. No motions were made at this time for this account.

The #126 Circuit Clerk Account was discussed. The Commission directed Mrs. Lawrence to schedule this department to come in to discuss the 2013 Budget. No motions were made at this time for this account.

The #136 Animal Control Account was discussed. The Commission directed Mrs. Lawrence to schedule this department to come in to discuss the 2013 Budget. No motions were made at this time for this account.

Commissioner Strahan moved to adjourn. Commissioner Houseman seconded. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**ADJOURN**  
**4:58 PM**

The minutes were taken and typed by Stacey Clemans, Deputy Clerk.