

OFFICIAL MINUTES

**February 28, 2011, 30TH DAY OF
THE JANUARY ADJOURN TERM**

The County Commission met in the Commission Hearing Room at 9:00 AM with Ron Houseman absent, Danny Strahan and Jim Strafuss present. The following proceedings were had and made a matter of record:

Cristy Smith, Chief Deputy Clerk, swore in Commissioner Strafuss as Temporary Presiding Commissioner.

PRAYER

Rick Findley led the prayer.

PLEDGE OF ALLEGIANCE

Commissioner Strahan led the Pledge of Allegiance.

PREVIOUS MEETING MINUTES

Commissioner Strafuss moved to approve the minutes of February 24 and February 3, 2011 as presented with corrections. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (absent), Strahan (aye) and Strafuss (aye).

ACCOUNTS PAYABLE

Commissioner Strahan moved to approve accounts payable and warrants as follows:

DATE 2/28/2011

CHECKS		WARRANTS	
<u>323505</u>	to	<u>323559</u>	<u>5363</u>
<u> </u>	to	<u> </u>	<u>5364</u>
<u> </u>		<u> </u>	<u>5365</u>
<u> </u>		<u> </u>	<u> </u>

Date	Time	Signature	Comments
2/25/2011	9:00 AM	jj	GREAT RIVER INVOICES
			TOTALING \$48,076.33 TO BE
			PLACED ON CREDIT CARD AFTER
			APPROVAL

Commissioner Strafuss seconded the motion. The motion passed by vote: Houseman (absent), Strahan (aye) and Strafuss (aye).

BOND ISSUE

Dr. Doug Hayter, Branson School, and Ben Swofford, IT, met with the County Commission and gave a slide show presentation and talked to the County Commission regarding a Bond Issue on the April Ballot.

Commissioner Strafuss directed Dr. Hayter to e-mail the County Commission the presentation for Commissioner Houseman to review.

**RECESS
9:25 AM**

**RECONVENED
9:35 AM**

CODY SYSTEMS LETTER

The Cody Systems Letter was tabled until 1 PM.

Commissioner Strafuss gave an explanation of the Cody Systems Letter, which had given all entities a 12 month free maintenance contract.

UNIFIRST CUSTOMER SERVICE AGREEMENT

The UniFirst Customer Service Agreement was tabled until 1 PM.

TOWER LEASE AGREEMENT

The County Commission discussed the Tower Lease Agreement, which was previously entered into on an annual basis, and was done with the goal of locating a repeater for the Sheriff's radio system. Bob Paulson, Legal Counsel amended it to a three year contract so that the Commission does not have to come back annually.

Commissioner Strafuss moved to approve the Tower Lease Agreement with corrections that Legal Counsel has mentioned and authorize Ron Houseman to sign. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (absent), Strahan (aye), and Strafuss (aye).

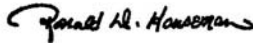
TOWER LEASE AGREEMENT

This Agreement, entered into on this 1 day of March, 2011, by, and between Word of God Fellowship, Inc., d/b/a Daystar Television Network, hereinafter called Owner, whose address is 3901 Highway 121, Bedford, Texas 76021-3009 and the Taney County Commission for Taney County, Missouri, whose address is P.O. Box 1086, Forsyth, MO 65653, hereinafter called Renter, witnesseth that:

1. The Owner lets and the Renter rents space for its radio transmission repeater to be located on Owner's tower located at 468 Church Camp Road, Taneyville, Missouri.
2. The Renter shall pay to Owner the sum of \$500.00 annually for the use of the tower with payments of \$125.00, due quarterly on the first day of March, June, September and December beginning on the 1st day of March, 2011, for the space for Renter's transmission repeater on Owner's Tower. The March 2011 payment shall be due upon execution of this agreement.
3. The Renter agrees, as part of the consideration of this Lease, to hold and save harmless Owner and its successors and assigns, from and against any and all loss, damage, injury or death claims, demands and liability of every nature, arising directly or indirectly from or in connection with the transmission repeater and its location on Owner's tower. Renter agrees to indemnify Owner from all injury and damage arising out of the presence of Renter's repeater on Owner's tower except in any case arising from the negligence of Owner. Renter agrees to maintain an insurance policy in the amount of at least \$1,000,000.00 (One Million Dollars) covering any damages arising out of the placement of Renter's repeater on Owner's tower and said insurance policy shall name Owner as additional insured.
4. The term of this Contract is for 2011, 2012 and 2013 and shall expire at midnight December 31, 2013. Renter has the option to renew on an annual basis by giving written notice to the Owner at its address listed here, 3901 Highway 121, Bedford, Texas 76021-3009, in at least 30 days prior to the end of the current three-year term.

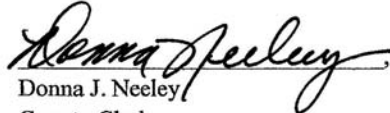
In Witness Whereof, the parties hereto have placed their hands on this, the 1 day of March, 2011.

TANEY COUNTY COMMISSION

By: 
Ronald D. Houseman
Presiding Commissioner

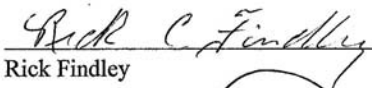
Word of God Fellowship, Inc. d/b/a
Daystar Television Network
By: _____
Arnold Torres
Business Administrator

ATTEST:


Donna J. Neeley
County Clerk

CERTIFICATION OF ACCOUNTING OFFICER

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 Tower Lease 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 incurred.
RSMo. 50.660.


Rick Findley
County Auditor

SUBSCRIPTION AND DUES

Commissioner Strafuss moved to approve the West Law Subscription fee and Bar Dues. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (absent), Strahan (aye) and Strafuss (aye).

ECONOMIC DEVELOPMENT

Economic Development was postponed until a later date.

DOCUMENT RETENTION

This issue was re-posted until 8 AM on Wednesday, March 2, 2011.

RECESS
9:42 AM

RECONVENED
1:00 PM

UNIFIRST CUSTOMER SERVICE AGREEMENT

Commissioner Strafuss moved to approve the UniFirst Customer Service Agreement as presented by Counsel. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (absent), Strafuss (aye) and Strahan (aye).

AGREEMENT FOR SUPPLY OF MATS AND RELATED SUPPLIES AND SERVICES

Taney County, Missouri (hereinafter "County" or "Customer") enters into this agreement with UniFirst Corporation and/or UniFirst Holdings, L.P. dba UniFirst and/or UniFirst Canada LTD. (hereinafter "UniFirst") for the supply of mats, and related supplies and services as more fully set forth on the attached Order Form entitled "Customer Service Agreement". The terms of this agreement are as set forth in this Agreement and in the attached order form, including the terms on the reverse side of that order form. In the event of any contradiction between this Agreement and the attached order form with the terms on the reverse side, the terms of this agreement shall prevail.

Merchandise ordered and to be supplied.

The merchandise ordered that is to be supplied and serviced is as set forth in the attached Customer Service Agreement/Order Form.

Price.

The price for all merchandise and services is as set forth in the Customer Service Agreement/Order Form.

Term of agreement and termination provision.

The term of this agreement is for two (2) years beginning on the date this agreement is signed by all parties, however, customer may terminate the agreement at any time without any penalty or liquidated damages provided customer gives at least thirty (30) days prior written notice to UniFirst or its sales representative Brandon Hardison.

Choice of law and venue.

This agreement shall be governed by the laws of the State of Missouri, and venue shall be proper only in the Circuit Court of Taney County, Missouri.

Attorney's fees and court costs.

In the event of litigation between the parties to this agreement, the prevailing party shall be entitled to its reasonable attorney's fees and court costs.

Conflict between this Agreement and the attached "Customer Service Agreement" order form.

In the event of any conflict and/or contradiction between the terms set forth in this agreement and the terms set forth on the attached "Customer Service Agreement" order form and the language on the reverse side of said document, then the provisions set forth

in this agreement shall take precedence and prevail over any conflicting or contradicting term contained in the attachment.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below:

TANEY COUNTY, MISSOURI

Ronald D. Houseman
Ronald D. Houseman
Presiding Taney County Commissioner

Date: 2/28/11

UNIFIRST CORPORATION AND UNIFIRST HOLDINGS, LP

By: _____
Brandon Hardison

Date: _____

ATTEST: I, Donna Neeley, as Clerk of the Taney County Commission hereby attest that this Agreement was signed by Presiding Commissioner Ronald D. Houseman, pursuant to a duly passed motion of the Taney County Commission.

Donna Neeley
Donna Neeley, Taney County Clerk

Date: 3/1/11

CERTIFICATION OF ACCOUNTING OFFICER

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies 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 with UniFirst 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 incurred.

Rick C. Findley
Rick Findley
Taney County Auditor

Date: 2-28-11



Customer Service Agreement

COMPANY NAME (Customer)	Taney County Courthouse	LOC. NO.	225
ADDRESS	139 David Ln. Forsyth, MO	ROUTE NO.	K3110
PHONE	417-546-7204	DATE	
		SIC/NAICS	

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, L.P. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED

ITEM DESCRIPTION	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD*	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE**
3x5 Scraper	(Every week)	2	1.15	STD.	2.30	
3x5 GI Brown	(Every 4 weeks)	5/10	3.00	STD.	15.00	
4x6 GI Brown	(Every week)	4/8	2.75	STD.	11.00	
4x6 GI Brown	(Every 4 weeks)	2/4	4.50	STD.	9.00	
3x10 GI Brown	(Every 4 weeks)	3/6	6.00	STD.	18.00	
3x5 Wet Area Mat	(Every week)	21	1.15	STD.	24.15	

* Out-sizes of otherwise standard Merchandise are deemed to be non-standard Merchandise.
 ** Merchandise which is Val-U-Leased is not cleaned by UniFirst.

CHARGE	AMOUNT	CHARGE	AMOUNT
Garment preparation per piece	N/A	Non-stock sizes per piece	N/A
Name emblem per piece	N/A	Special Cuts per piece	N/A
Company emblem per piece	N/A	Restock/Exchange per piece	N/A
Embroidery: Wearer name per piece Company name per piece	N/A	Auto. Wiper Replacement Auto. Linen Replacement	N/A
Garment Maintenance Program	N/A	DEFE (SEE DESCRIPTION ON REVERSE SIDE)	6.00

COMMENTS: 2 year agreement. After 1 year, customer has option to renew agreement. No automatic rollover.

New Account Existing Account Installation Date: M/D/Y
 Minimum weekly service charge \$ 20.00 Payment Terms: C.O.D. Approved Charge*

Approved charge CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1 1/2% per month (18% annum) for any amount in arrears may be applied.

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization - including logos or brand identities - that has been requested.

SALES REP: Brandon Hardison

BY: [Signature] 2/28/11

CODY SYSTEMS LETTER

Commissioner Strahan moved to approve the Cody Systems Letter. Commissioner Strafuss seconded the motion. The motion passed by vote: Houseman (absent), Strafuss (aye) and Strahan (aye).

Commissioner Strahan amended his motion. Commissioner Strafuss amended his second.

Commissioner Strahan moved to approve the Intergovernmental Agreement associated with the Cody Systems Letter. Commissioner Strafuss seconded the motion. The motion passed by vote: Houseman (absent), Strafuss (aye) and Strahan (aye).

**RECESS
1:00 PM**

**RECONVENED
2:00 PM**

PUBLIC COMMENT

Commissioner Strafuss briefed the public on document retention, stating that the County Commission was going through old documents, some of which were Commissioner Pennel's. He stated that the County applied and qualified for a Missouri at Work Program which facilitated the hiring of an employee for six weeks for 24 hours per week, free of charge.

Commissioner Strafuss discussed the upcoming Sunshine Week. He made contact with Tom Durkin, Attorney General's Office, Jefferson City, MO who gave three dates: one at the end of March and two in April, to do an open session on the sunshine law. There will be two seminars, one morning session at the Court House and one evening session at the Taney County Airport in the terminal area.

Commissioner Strahan discussed the MAC Recording session, and the 20 hours of DVD Training the County Commission has to watch to become certified and receive their certificates.

James Strahan, Assessor, reminded the public to turn in their personal property forms, as the deadline is March, 1, 2011. He requested that any taxpayers who had lost the personal property form call the County Assessor's Office at 546-7240, to avoid substantial penalties from late filings.

Don Ehrhardt stated his concerns about the State of Missouri being known as the Meth Capital. He expressed that the law was prohibiting the Sheriff's department from doing a better job. He would like everyone to support their local Sheriff's department and deputies and get meth out of Taney County.

ADJOURN
2:12 PM

Minutes were taken and typed by Angelia Edwards, Deputy Clerk.