

OFFICIAL MINUTES

**March 28, 2011, 40th DAY OF
THE JANUARY ADJOURNED TERM**

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

EMERGENCY CLOSED SESSION –LITIGATION & PERSONNEL PER SECTION 610.021 (1) (3)

Commissioner Strafuss moved to go into Executive Closed Session pursuant to RSMo 610.021.1.3 Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strafuss (aye) and Strahan (aye).

EMERGENCY CLOSED SESSION 8:30 AM

See Emergency Closed Session minutes for actions if any.

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

OUT OF EMERGENCY CLOSED SESSION 8:52 AM

PRELIMINARY STUDY MEETING

The County Commission met to review previous meeting minutes and accounts payable.

CALL MEETING TO ORDER

Commissioner Houseman called the March 28, 2011 meeting to order.

PRAYER

Commissioner Strafuss led the prayer.

PLEDGE OF ALLEGIANCE

Commissioner Strahan led the Pledge of Allegiance.

PREVIOUS MEETING MINUTES

Commissioner Strafuss moved to postpone to a definite time 2:15 PM March 28th previous meeting minutes. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

ACCOUNTS PAYABLE

Commissioner Strafuss moved to approve accounts payable and journal entries as follows:

DATE 3/28/2011

CHECKS		WARRANTS	
<u>323827</u>	to	<u>323894</u>	<u>5386</u>
_____	to	_____	_____
_____		_____	_____
_____		_____	_____

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

Date	Time	Signature	Comments
3/25/2011	9:45 AM	jj	2 JOURNAL ENTRIES AND
			GREAT RIVER INVOICES
			TOTALING \$48,722.56 TO
			BE
			PLACED ON COUNTY
			CREDIT
			CARD AFTER APPROVAL.

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

BID OPENING – WORKMAN’S COMPENSATION

Linda Gifford opened bids and read aloud the following names of the bidders: Missouri Association of Counties, Connell Insurance and Akers and Arney.

Bill Budnick with Akers & Arney requested to have the bids read aloud: the commission agreed.

Bill Budnick with Akers and Arney asked if they will be informed as to who the carrier is with the bid.

Tim Connell with Connell Insurance asked Linda Gifford to e-mail him copies of forms that he turned in as part of the formal bid process.

“IN GOD WE TRUST” RESOLUTION (James Strahan)

James Strahan met with the County Commission to present a resolution and ask for the County Commission’s consideration toward the approval of this resolution and adoption of this motto “In GOD We Trust”.

James Strahan read aloud the resolution.

Commissioner Strafuss moved to adopt the resolution “In GOD We Trust” as presented. Commissioner Strahan seconded the motion. The motion passed by vote Houseman (aye), Strahan (aye), and Strafuss (aye).

IN THE COUNTY COMMISSION OF TANEY COUNTY, MISSOURI
"IN GOD WE TRUST" RESOLUTION

A Resolution of the County Commission, of the County of Taney, State of Missouri, Supporting the display of the National Motto "IN GOD WE TRUST" in a prominent location above the seal.

WHEREAS, "God We Trust" became the United States National Motto on July 30, 1956, shortly after our nation led the world through the trauma of World War II; and

WHEREAS, the words have been used on U.S. currency since 1864; and

WHEREAS, the same inspiring slogan is engraved above the entrance to the Senate Chamber as well as above the Speaker's dais in the House of Representatives; and

WHEREAS, in both war and peace, these words have been a profound source of strength and guidance to many generations of Americans; and

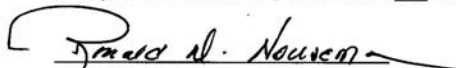
WHEREAS, the County of Taney desires to display this patriotic motto as a way to solemnize public occasions and express confidence in our society.

NOW, THEREFORE, BE IT RESOLVED the County of Taney does hereby resolve as follows:

Section 1. That the County of Taney, State of Missouri, does hereby determine that the historic and patriotic words of our national motto, "In God We Trust", shall be permanently displayed in the Taney County Courthouse.

Section 2. The County Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED at a regular County Commission meeting of the County of Taney, State of Missouri, held on the 28 day of MARCH, 2011.



Ronald D. Houseman
Presiding Commissioner

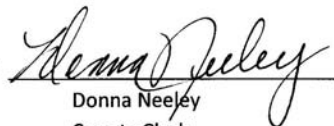


Jim Strafuss
Western Commissioner



Danny Strahan
Eastern Commissioner

ATTEST:


Donna Neeley
County Clerk

EEZ ORDINANCE

Mayor Potter met with the County Commission to discuss the Enhanced Enterprise Zone. Mayor Potter has appointed the following board members: Max Lytle, Becky Roberts, Dan Wyatt, Ron Schofield, Jack Kinkade and Karl Krueger. The public hearing is at 1 PM today. He is requesting a resolution for the County Commission to confirm the types of businesses we are trying to attract to town and direct the County Assessor to apply the abatements for those applications that are successful.

Mayor Potter explained the EEZ Ordinance to the County Commission.

Commissioner Strafuss moved to approve the Ordinance authorizing the City of Forsyth to provide abatement and determine types of businesses for its organization and plan or operation. Commissioner Strahan seconded the motion. The motion passed by vote Houseman (aye), Strahan (aye), and Strafuss (aye).

ORDINANCE NO. 11-0328

**An Ordinance authorizing the City of Forsyth to
Provide Abatement and determine types of businesses
for its organization and plan of operation.**

WHEREAS, the Department of Economic Development of the State of Missouri has confirmed that the City of Forsyth's proposed Enhanced Enterprise Zone meets guidelines for designation as an Enhanced Enterprise Zone, as set forth in 135.950; and

WHEREAS, Sections 135.950 to 135.973, RSMo, provides a means and an opportunity for the City of Forsyth to cooperate with the State of Missouri to relieve economic distress and attract new jobs to our area; and

WHEREAS, it is in the interest of the County that efforts be made to encourage economic development within the City and that these economic development efforts are compatible with the City's comprehensive Plan; and,

WHEREAS, the County Commissioners of the County of Taney supports this type of incentive to assist businesses in their effort to locate in the City of Forsyth; and,

WHEREAS, the City of Forsyth plans to submit an application to the Missouri Department of Economic Development for an Enhanced Enterprise Zone designation within the City of Forsyth and as required by the State, a seven (7) person Board must be appointed by the Forsyth Mayor and Taxing Authority Officials as part of the application; and

NOW, THEREFORE, BE IT ORDINANCE BY THE COUNTY COMMISSIONERS OF THE COUNTY OF TANEY, MISSOURI, AS FOLLOWS:

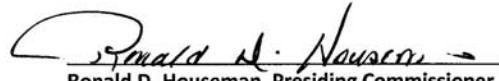
SECTION 2. That eligible facilities shall include those companies which operate in Missouri under the following North American Industrial Classification Codes (NAICS). The primary clusters include:

- Manufacturing (NAICS 31 – 33)
- Wholesale Trade (NAICS 42)
- Information (NAICS 51)
- Finance and Insurance (NAICS 52)
- Professional, Scientific and Professional (NAICS 54)
- Administrative and Waste Services (NAICS 56)
- Art, Entertainment and Recreation (NAICS 71)

SECTION 3. That eligible facilities will receive a 50% abatement of property taxes for improvements made to real property for a period of 10 years from assessment of improvements.

SECTION 4. That eligible companies are required to file an application requesting abatement with the designated Administrator of the Enhanced Enterprise Zone and with the Taney County Assessor prior to the end of the tax year in which the improvement was made in order to receive the abatement benefit.

PASSED THIS 28 DAY OF March, 2011, BY THE TANEY COUNTY
COMMISSION OF THE COUNTY OF TANEY, MISSOURI.


Ronald D. Houseman, Presiding Commissioner

ATTEST:


Donna Neeley, County Clerk


Jim Strafuss, Western Commissioner

APPROVED – FORM & LEGALITY:


Robert R. Paulson, County Counselor


Danny Strahan, Eastern Commissioner

SIMPLEX GRINNELL QUOTATION

Commissioner Strahan moved to approve the Simplex Grinnell Quotation.
Commissioner Strafuss seconded the motion. The motion passed by vote Houseman (aye), Strahan (aye), and Strafuss (aye).

SimplexGrinnell
BE SAFE.

2757 South Austin
Springfield, MO 65807
(417) 883-8985
FAX: (417) 883-9950
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Taney County Justice Center
Main Street and Short Str
Forsyth, MO 65653

Project: WF Testing
Customer Reference:
SimplexGrinnell Reference: 333410902
Date: 02/28/2011
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

WF Testing
WF Testing

Comments

Thank you for allowing SimplexGrinnell to present you this proposal, which includes all of the labor & materials to perform the following Scope of Work.

Scope of Work:

1. Test and Verify that the water flow switches on site are functioning properly. This work will be performed with the national account sprinkler fitter rate of \$95.00 on a time and material basis to be approved with the WSCA Contract #1568, #C110011001. Both of these numbers need to be entered with the approval signature at the end of this bid.

Exclusions:

This quote also does not include the repair due to any water damage that might occur due to testing these devices with a garden hose.

This is for one inspector only with the assistance of onsite personnel to assist with the hoses, drains and also to silence and disable the signals during the testing process.

General Qualifications and Clarifications

Meet the latest adoption of NFPA codes and state and local authorities.

This quotation is based upon work being performed during normal working hours and days. No "off-hours" premium cost, or overtime has been included. Materials, and equipment, will be as allowed by NFPA and industry standards.

Thanks again for the opportunity to prepare this quote for you, if you have any questions please call me at the office at 417-883-8985 or my cell at 417-860-5638.

If you wish to approve these repairs with SimplexGrinnell please fill out the last page and return it to 417-886-2252.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell

BE SAFE.

Project: WF Testing
Customer Reference:
SimplexGrinnell Reference: 333410902
Date: 02/28/2011
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TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-Terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER. NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

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Project: WF Testing
Customer Reference:
SimplexGrinnell Reference: 333410902
Date: 02/28/2011
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SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

SimplexGrinnell

BE SAFE.

Project: WF Testing
 Customer Reference:
 SimplexGrinnell Reference: 333410902
 Date: 02/28/2011
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SALE AND INSTALLATION AGREEMENT
 (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent of the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act; NY Licensed by N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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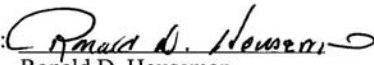
IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 2757 South Austin Springfield, MO 65807 Telephone: (417) 883-8985 Fax: 417-886-2252 Representative: James Ludden Email: jludden@SimplexGrinnell.com	Accepted By: (Customer) Company: <u>Taney County</u> Address: <u>P.O. Box 1086, Forsyth, Mo 65653</u> Signature: <u>see next page</u> Title: <u>Residing Commissioner</u> P.O.#: _____ Date: <u>3-28-11</u>
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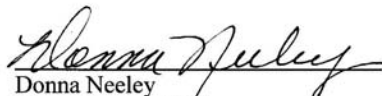
Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

TANEY COUNTY COMMISSION

By: 
Ronald D. Houseman
Presiding Commissioner

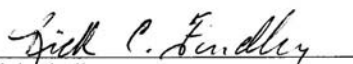
ATTEST.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is a true and accurate record of the Simplex Grinnell Quotation Agreement for Taney County, Missouri, made and entered into by the Taney County Commission and signed by Presiding Commissioner Ronald D. Houseman on the ____ day of March, 2011.


Donna Neeley
Taney 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 **Simplex Grinnell Quotation 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

RECESS
9:36 AM

**RECONVENED
9:50 AM**

BOARD VACANCIES

Re-Post at a later date. No decisions were made today regarding board vacancies.

ARIZONA DRIVE ROAD PETITION MISTAKE

Commissioner Strafuss moved to accept the Arizona Road petition, contingent on there being six months allowed for the petitioner to move mailboxes, provide a 40 ft. easement, and move transformers, along with notice being given to the petitioner that the road may not be improved up to chip & seal. Commissioner Strahan seconded the motion. The motion passed by vote Houseman (aye), Strahan (aye), and Strafuss (aye).

FUEL GAUGE ISSUE

Linda Gifford, Purchasing met with the County Commission to present and discuss the fuel gauge issue.

Commissioner Strafuss moved to approve the fuel gauges for all three locations at \$1,658.00 per project. Commissioner Strafuss seconded the motion. The motion passed by vote Houseman (aye), Strahan (aye), and Strafuss (aye).

ROCK BID DISCUSSION

Commissioner Strahan gave a brief explanation of the rock bid for the Hilda quarry. Discussion ensued.

Linda Gifford, Purchasing was requested to put together a rock bid for Hilda.

SERVICE PROVIDER AGREEMENT

Linda Gifford, Purchasing informed the County Commission of the Drug Screening Service Provider Agreement.

SUNSHINE POLICY DISCUSSION

Commissioner Strafuss moved to postpone to a definite time until 2:30 PM. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye) and Strafuss (aye).

EMERGENCY EXECUTIVE SESSION – PERSONNEL PER SECTION 610.021 (1) (3)

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021.1.3 Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strafuss (aye) and Strahan (aye).

**EMERGENCY EXECUTIVE SESSION
10:22 AM**

See Emergency Executive Session minutes for actions if any.

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

**OUT OF EMERGENCY EXECUTIVE SESSION
12:00 PM**

**RECESS
12:00 PM**

**RECONVENED
2:02 PM**

PUBLIC COMMENT

Don Ehrhardt met with the County Commission to address his concerns about the Planning & Zoning petition.

PREVIOUS MEETING MINUTES

Re-post previous meeting minutes until Monday, April 4, 2011.

SUNSHINE POLICY DISCUSSION

Re-post the Sunshine Policy Discussion to a later time.

RECORDS DISPOSAL

County Clerk Donna Neeley submitted the Records disposition list to be added to the County Record below:

RECORDS DISPOSITION

County: Taney
 Office: County Clerk
 Disposition Date: 15-Jan-11

The following records have met their retention and are recommended for disposal under RSMo 109.230 subsection 4. As the officeholder with jurisdiction over these records I, Donna Neeley, elect to destroy these records by shredding and ask that this form be entered into the minutes of the Taney County Commission.

<u>BOX #</u>	<u>DESCRIPTION</u>	<u>EXP. DATE</u>	<u>RETENTION SCHEDULE</u>
1014002435	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .022
1014002417	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .023
1014002508	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .024
1014002509	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .025
1014002510	4/8/2008 Voted/Unvoted ballots, seals	4/8/2010	Election Auth. 028.007, .010, & .026
1014002512	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .027
1014002513	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .028
1014002514	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .029
1014002515	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .030
1014002516	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .031
1014002517	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .032
1014002518	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .033
1014002519	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .034
1014002520	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .035
1014002521	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .036
1014002522	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .037
1014002523	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .038
1014002524	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .039
1014002525	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .040
1014002526	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .041
1014002527	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .042
1014002528	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .043
1014002511	8/5/08 Voted/Unvoted Ballots, Oaths, tapes, Certificates of Ballots, etc.	8/5/2010	Election Auth. 028.007, .010, & .044

The above records are currently being stored in the Ozark Underground facility. They are the last of the Clerk's documents held there to be destroyed.

<u>BOX #</u>	<u>DESCRIPTION</u>	<u>DATE</u>	<u>RETENTION SCHEDULE</u>
21	Accts. Payable	2010	GS007 & RSM650.172.2
22	Accts. Payable	2010	GS007 & RSM650.172.2
27	Inactive Registered Votes - archived	2010	Election Auth. 028.020
28	Precinct Roster	2009	Election Auth. 028.025
29	Precinct Roster	2009	Election Auth. 028.025
30	Precinct Roster	2009	Election Auth. 028.025
31	Precinct Roster	2009	Election Auth. 028.025
32	R.E. Assessor Books	2010	Ret. Schedule 002.006
37	NVRA Cards Returned	2010	Election auth. 028.020
38	NVRA Cards Returned	2010	Election auth. 028.020
39	NVRA Cards Returned	2009	Election auth. 028.020
44	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
45	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
46	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
47	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
48	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
49	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
50	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
51	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
52	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
53	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
54	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
55	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
56	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
57	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
58	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
59	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
60	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
61	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
62	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
63	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
64	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
65	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
66	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
67	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007

<u>BOX #</u>	<u>DESCRIPTION</u>	<u>DATE</u>	<u>RETENTION SCHEDULE</u>
68	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
69	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
70	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
71	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
72	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
73	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
74	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
75	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
76	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
77	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
78	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
79	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
80	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
81	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
82	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
83	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
84	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
86	Summer BOE	2010	Co. Clerk Retention Schedule, Pg. 15
87	Summer BOE	2010	Co. Clerk Retention Schedule, Pg. 15
94	Accts. Payable	2010	GS007 & RSMo50.172.2
95	Accts. Payable	2010	GS007 & RSMo50.172.2
96	Accts. Payable	2010	GS007 & RSMo50.172.2
97	Accts. Payable	2010	GS007 & RSMo50.172.2
98	Accts. Payable	2010	GS007 & RSMo50.172.2
99	Accts. Payable	2010	GS007 & RSMo50.172.2
100	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.001
101	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.001
102	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.001
103	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.001
104	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.002
125	Purchase Orders/Req.	2010	GS009 & RSMo50.172.2
126	Purchase Orders/Req.	2010	GS009 & RSMo50.172.2
127	Purchase Orders/Req.	2010	GS009 & RSMo50.172.2
136	Precinct Roster-4/8/2008	2010	Election Auth. 028.025

<u>BOX #</u>	<u>DESCRIPTION</u>	<u>DATE</u>	<u>RETENTION SCHEDULE</u>
137	Precinct Roster-4/8/2008	2010	Election Auth. 028.025
151	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
152	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
153	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
154	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
155	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
156	Gen. Election 11/4/08	11/4/2010	Election Auth. 028.007
197	Letters to Commissioners from Peter Rea	2/27/2010	GS012
233	Treasurer's Receipts	2005	GS006, 008, 010, 011
235	Treasurer's Receipts	2005	GS006, 008, 010, 011
236	Copy of General Ledger	2004	Non-records
237	Cancelled Checks	2005	GS010 & RSMo.50.272.2
238	Cancelled Checks	2005	GS010 & RSMo.50.272.3

The above containers are being stored in the County Clerk's jail storage area, and will need to be destroyed via Citias/Tantone.

Authorizing Signature: _____

Shawn Feeley

Date: _____

1-21-2011

RECESS
2:17 PM

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