

OFFICIAL
OCTOBER 25, 2012, 8TH DAY OF
THE OCTOBER ADJOURN TERM

The County Commission met in the Commission Hearing Room at 8:35 a.m. with Ron Houseman, Danny Strahan, and Jim Strafuss present. The following proceedings were had and made a matter of record:

STAFF DEPARTMENTAL UPDATE - PURCHASING

Purchasing Agent Ron Erickson came before the Commission to give an update concerning existing bids. There are currently four items that are in the bidding process. The Live Transfer Trailers for Road and Bridge with the bid being opened November 1, 2012 at 9am; the Radio Equipment for Road and Bridge with the bid being opened November 1, 2012 at 9am; the R & Q for the Transfer Station with the bid being opened November 8; and the Motor an Hydraulic Oils for Road and Bridge with the bid being opened on November 8.

Mr. Erickson also asked direction for items the Commission had made comment that needed to go to bid, such as restrooms for K-Doc and repairs to the parking garage. Commissioner Strahan told Mr. Erickson that the Park Board was meeting tonight and the K-Doc issue would be discussed. Ron Erickson told the Commission he is ready to move forward with the bidding process for these items when the Commission directs.

Mr. Erickson has also received an inquiry from WCA Waste Management Corporation concerning the transfer station. They are interested in taking over the operations of the transfer station. This Commission agreed they were not interested in the privatization of the transfer station at this time. Commissioner Houseman directed Ron Erickson to keep on file the information in case a future Commission would be interested.

EXECUTIVE SESSION – CONTRACT PER SECTION 610.021 (12)

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021 (12). Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

EXECUTIVE SESSION
8:45 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
9:01 AM

COURTHOUSE ROOF REPLACEMENT AGREEMENT

Commissioner Strafuss moved to approve the Purchase Agreement for Courthouse Roof Replacement #201209-194.

Commission Order #201209-194

**PURCHASE AGREEMENT
FOR
COURTHOUSE ROOF REPLACEMENT**

THIS AGREEMENT dated the 25 day of October 2012 is made between Taney County, Missouri, a political subdivision of the State of Missouri through the Taney County Commission, herein "County" and **ADVANTAGE ROOFING, Sole Proprietor** - herein "Contractor".

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

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Taney County Courthouse Roof Replacement**, County of Taney Request for Bid number **201209-194**, Introduction and General Conditions of Bidding, Primary Specifications, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, as well as the Contractor's bid response dated **October 8, 2012** and executed by **JaRon Townsend**, on behalf of the Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the Introduction and General Conditions of Bidding, Primary Specifications, Response, the un-executed Response Form, Standard Terms and Conditions, any applicable addenda, shall prevail and control over the Contractor's bid response.

2. **Contract Duration** - This agreement shall commence on 10/29/12 and extend through 5/30/13 subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **two (2) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. **Purchase** - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items per the bid specifications as responded to on the Response Form, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by Taney County. **ADVANTAGE ROOFING, Sole Proprietor**, shall act as the primary supplier and shall furnish all necessary materials and labor to complete the **Courthouse Roof Replacement** project for the County, again - as detailed within the RFB as mentioned herein. Repair services will be performed on an "as needed" basis, via the attached warranty supplied by the contractor, with scheduling being completed via mutual agreement which includes all items as listed within the Bid Response.

4. **Billing and Payment** - All billing for work done for Taney County shall be invoiced accordingly with specific department information (Buildings & Grounds) and include bid number 201209-194 for reference and purchase order processing. Billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. **(NOTE: If certain unusual circumstances occur especially weather related which require additional time or delays beyond those normal requirements as detailed within the Bid Response - it is the intention of the County to assist the Contractor by considering partial payment "for percentage of work performed and material purchased, to cover expenses till job can be completed", as requested within ADDENDUM 1.1 submitted by Contractor with Bid Response. It is understood that if/when unusual circumstances occur which may bring to light this clause - a phone call shall be made from the Contractor to the County to discuss options.)** The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein.

In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

6. **Entire Agreement** - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

7. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Taney County Commission the delivery of products, or services, are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

ADVANTAGE ROOFING, Sole Proprietor
7798 W. Walnut Glen Ln. Walnut Grove, Mo. 65770

by *[Signature]*
title owner
address 7798 W Walnut Glen Ln
Walnut Grove MO 65770

TANEY COUNTY, MISSOURI

by: Taney County Commission
[Signature]
Ron Houseman, Presiding Commissioner

APPROVED AS TO FORM:

[Signature]
County Counselor

ATTEST:

[Signature]
Donna Neeley, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

[Signature]
Signature

10/25/12
Date

114-50-053
Appropriation Account

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

BOYS CAMP ROAD PUBLIC HEARING

Travis Heier with HDR came before the Commission to hold the Public Hearing for Boys Camp Road. He stated the road is complete, in use, and the residents seem happy with it. The Commission will leave the floor open for public comment for the Boys Camp Road Project from 9:00 am – 9:30 am.

Let the record show that from 9:00 am to 9:30 am there were no members of the public present to give comments.

AGENDA REQUESTS REVIEW

Nikki Lawrence came before the Commission to review agenda requests.

MEDICAL LEAVE OF ABSENCE POLICY

Linda Sorenson came before the Commission to discuss the Medical Leave of Absence Policy. She would like to research FMLA's further to see what would be the best policy. Linda recommends that the county has a Medical Leave of Absence Policy. She was notified by the County Clerk that Cerf said they will not pay the Death Benefit of the employee, if the employee is on medical leave from work and if the County does not have a Medical Leave of Absence Policy. The Commission directed her to move forward with this.

COURT ORDERS

Cristy Smith came before the Commission to present Personal Property Abatements and Refunds and Real Estate Abatements. Commissioner Strafuss moved to approve Exhibit A, dated October 25, 2012, as presented.

10/25/2012

Commission Agenda

Exhibit A
10/25/12

BOE #	Tax Year	Parcel/Acct. #	Name on Act.	Reason for Abatement	Beginning Value	Ending Value	Dollar Amt. being abated	Amt. of add-on/alternate acct.
Personal Property - en masse approval of all court orders submitted								
20130906	2011	63235	CHERYL BRICE	CERICAL ERROR - WRONG TAX YR.	200	0	9.59	
20130907	2011	63263	DOVE CARROLL	DID NOT OWN VEHICLE 1/1/11	7,460	0	437.55	
20130908	2011	63330	OMAR PACHECO MALINOZ	DID NOT OWN VEHICLE 1/1/11	1,250	0	81.84	
20130909	2011	5440	DAVID R. USSENY	DOUBLE ASSESSMENT	3570	0	180.05	
20130910	2011	61063	DEAN M. & JULIE E. HOLMES	SPLIT BILL DUE TO DIVORCE	4550	0	218.57	
20130911	2011	66649	BONITA KINUM	DOUBLE ASSESSMENT	7200	0	392.53	
20130912	2012	6009	BEVERLY K. SPEAR	WRONG TRAILER YR.	1820	0	87.74	
20130913	2012	61361	MANUFACTURER SERV/HELLS FARGO BANK NA	ERRONEOUS ASSESSMENT	3645	0	178.04	
20130914	2012	88184	COMMUNITY REAL ESTATE GROUP	ERRONEOUS ASSESSMENT	200	0	10.09	
20130915	2012	29565	NATIVE SIGNS LLC	ERRONEOUS ASSESSMENT	12155	0	671.66	
20130916	2012	1067	DOWNTOWN TEXACO/ULRICH	ERRONEOUS ASSESSMENT	420	0	20.52	
20130921	2012	89537	SHARON WITHROW	WRONG TAX CODE	7430	0	340.83	
20130922	2012	76215	ANGUS SOWELL	WRONG TAX CODE	200	0	10.09	
20130923	2012	74173	KEITH A. DAVID	WRONG TAX CODE	200	0	9.55	
20130924	2012	81749	FRANCES M. ARNDT	WRONG TAX CODE	300	0	14.46	
20130925	2012	65899	JACK & KRISTIE FOSTER	WRONG TAX CODE	4730	0	231.04	
20130932	2012	68138	JOES ROD SHOP	WRONG VEHICLE YR.	5550	0	261.02	
Personal Property - Refunds								
20130903	2010	63384	WILLIAM G. CAVINS	DOUBLE ASSESSMENT	7380	3040	295.9	
Real Estate - Unapproved								
20130900	2012	17-2-03-003-002-023.000	DAVID ARNDT	WAS AN EXEMPT CHURCH PROPERTY - NOW OWNED BY MR. ARNDT; ADDING BACK ON THE BOOK	RES 0	RES 12960		
20130905	2012	19-1-0-11-002-002-019.000	ROGER CREWS	PARCEL OCCUPANCY - RES BURNED 10/1/12	RES 13990	RES 11430		

10/25/2012

Commission Agenda

BOE #	Tax Year	Parcel/Act. #	Name on Act.	Reason for Abatement	Beginning Value	Ending Value	Dollar Amt. being abated	Amt. of add-on/alternate act.
20130901	2013	173-0-05-004-001-006-000	DANA S. & GLENN E. - TRUSTEES	PARCEL OCCUPANCY - RES GONE IN STORM OF 2012	RES 15430 RES 810	RES 810		
20130917	2011	18-6-23-001-005-041-007	BRANSON UNLIMITED	RECLASSIFICATION DUE TO CLERICAL ERROR WAS 45/55 SPLIT; CONDO IS PRIMARY RESIDENCY	RES 1900 COM 28930	0	1319.44 REFUNDED	ADD-ON FOLLOWS
20130918	2011	18-6-23-001-005-041-007	BRANSON UNLIMITED	RECLASSIFICATION DUE TO CLERICAL ERROR WAS 45/55 SPLIT; CONDO IS PRIMARY RESIDENCY	RES 0 RES 1900	RES 17240		ADD-ON FOLLOWS
20130919	2012	18-6-23-001-005-041-007	BRANSON UNLIMITED	RECLASSIFICATION DUE TO CLERICAL ERROR WAS 45/55 SPLIT; CONDO IS PRIMARY RESIDENCY	RES 0 COM 28930	0	UNPAID	
20130919	2012	18-6-23-001-005-041-007	BRANSON UNLIMITED	RECLASSIFICATION DUE TO CLERICAL ERROR WAS 45/55 SPLIT; CONDO IS PRIMARY RESIDENCY	RES 0 RES 17240	RES 17240		
20130931	2012	04-8-0-33-002-001-001-076	SWAN VALLEY HOMECOMERS ASSOC INC	EMPTY PROPERTY, OWNED BY FORSYTH SCHOOL	RES 100	0	4.95	
20130933	2011	08-8-0-33-003-001-023-209	ROBIN H. & DIANE L. BENNER	BOE SET VALUE TWICE; 2ND VALUE WAS HIGHER THAN 1ST	COM 57310	COM 50910		REFUND ABATEMENT
20130934	2012	08-8-0-33-003-001-023-209	ROBIN H. & DIANE L. BENNER	BOE SET VALUE TWICE; 2ND VALUE WAS HIGHER THAN 1ST	COM 57310	COM 50910		
Real Estate - Parcel Occupancy								
20130815	2012	18-2-0-10-003-001-014-102	MAESTIC ATTABLE ROCK CONDO UN 102	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19780	RES 12070 COM 19780	108.17	
20130823	2012	18-2-0-10-003-001-014-107	OWEN L. & GLORIA SHROCK	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19800	RES 12070 COM 19800	108.16	
20130823	2012	18-2-0-10-003-001-014-106	LYNDAI, ROTH & LEO E. DAVEY	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19800	RES 12070 COM 19800	108.16	
20130819	2012	18-2-0-10-003-001-014-105	LOREN K. JULIE A. STAUFF	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19800	RES 12070 COM 19800	108.16	
20130829	2012	18-2-0-10-003-001-014-112	ROBERT K. & SHIRLEY J. BARDWIN	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 24040 COM 33130	RES 18450 COM 33130	262.92	
20130825	2012	18-2-0-10-003-001-014-109	GLENARD P. JR. & JO D. NIEFERST	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 26900 COM 37060	RES 20340 COM 37060	308.52	
20130833	2012	18-2-0-10-003-001-014-115	BENJAMIN & PATRICIA DOWD	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 24040 COM 33130	RES 18450 COM 33130	262.92	
20130841	2012	18-2-0-10-003-001-014-205	GARY J. & KATHLEEN S. SORTINO	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19800	RES 12070 COM 19800	108.16	
20130844	2012	18-2-0-10-003-001-014-207	DOUGAN PROPERTIES LLC	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19800	RES 12070 COM 19800	108.16	
20130852	2012	18-2-0-10-003-001-014-213	JONES PROPERTIES LLC	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 24040 COM 33130	RES 18450 COM 33130	262.92	
20130857	2012	18-2-0-10-003-001-014-217	FRANCIS M. & LINDA K. RUMARO	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 28900 COM 39870	RES 21680 COM 39870	340.95	
20130889	2012	18-2-0-10-003-001-014-301	DIANE M. & TODD VICKIE HOLUS	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 14370 COM 19800	RES 12070 COM 19800	108.16	
20130893	2012	18-2-0-10-003-001-014-405	BILL & BOBBIE HOUMAN	PARCEL OCCUPANCY - RES BURNED 8/1/12	RES 18110 COM 24960	RES 14560 COM 24960	167.9	

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

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

ADJOURN
9:33 AM

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