

OFFICIAL

**DECEMBER 6, 2012, 20th DAY OF
THE OCTOBER ADJOURN TERM**

The County Commission met in the Commission Hearing Room at 8:04 a.m. with Ron Houseman, Danny Strahan and Jim Strafuss present. The following proceedings were had and made a matter of record:

MANAGED PRINT SERVICES

Purchasing Agent Ron Erickson and Mark Rys with I.S. Department met with the County Commission to make a recommendation that departments be directed to contact the I.S. Department and Mark Rys when they have specific print services needs or equipment that needs to be replaced. We are anticipating using existing contracts such as GDWG, Wiska, AEPA and the State Bidding Process to buy equipment when necessary. They also discussed different vendors and different printing options including the replacement of ink and toner with more efficient laser jet printers or copiers. Centralize some printing jobs to eliminate some of the desk top stuff. CPC will eliminate 100% toner, maintenance, service calls etc. Managed Print Services would help reduce county costs on toner and maintenance. Discussion ensued. It was suggested that an email be sent to all Department Heads and Employees notifying them that this is what we are transitioning to. Ron Erickson gave kudos to the I.S. Department Melissa Trotter especially and Mark Rys for all of their hard work. The Commission gave their support to purchase 30 machines today via the state contract for cost saving measures.

NETWORK PLANNING EXECUTIVE SESSION – PER SECTION 610.021.20

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021.20
Commissioner Strahan seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

EXECUTIVE SESSION 8:21 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 8:43 AM

RECESS 8:43 AM

RECONVENE 9:07 AM

DE-ICING MATERIALS – Bid #201211-201

Randy Haes joined Mr. Erickson to open the seven responses with signatures received for the De-Icing Materials bid #201211-201. The first submission was from Sicalco Ltd., Hinsdale, IL. The second submission was from Gunther Salt Co., St. Louis, MO. The third submission was from Cargill Deicing Tech., North Olmsted, Ohio. The fourth submission was from North American Salt Co., Overland Park, KS. The fifth submission was from Scotwood Industries, Inc., Overland Park, KS. The sixth submission was from Bingham Sand & Gravel, Treece, KS. The seventh submission was from Morton Salt, Chicago - They declined in writing. Bids will be reviewed and a recommendation will be made. A presentation and a primary and secondary recommendation will be presented to the County Commission on Monday.

AGENDA REQUESTS

Nikki Lawrence came before the Commission to review agenda requests.

MISSOURI RECYCLING ASSOCIATION LETTER OF SUPPORT

Commissioner Strafuss moved to Issue a Letter of Support regarding the Missouri Recycling Association. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

OZARKS REGIONAL JUVENILE DETENTION DISTRICT CONTRACT

Mike Scofield came before the County Commission to present the Ozarks Regional Juvenile Detention District Contract two-circuit agreement with the following five counties: Christian, Taney, Ozark, Douglas and Wright counties.

Commissioner Strafuss moved to enter into the Contract for Continuation of the Ozarks Regional Juvenile Detention District and authorized signature of the contract. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**CONTRACT FOR CONTINUATION OF THE
OZARKS REGIONAL JUVENILE DETENTION DISTRICT**

This Contract for continuation of the Ozarks Regional Juvenile Detention District (hereinafter the District) is made and entered into this 24th day of December, 2012, by and between the following Missouri counties, acting by and through their respective County Commissions: Wright, Douglas, Ozark, Christian, and Taney (hereinafter the Counties). The District was established by agreement between the Counties dated February 1, 2001, and this Agreement provides for the continuation of the District and the juvenile services it provides.

WHEREAS, the Counties desire to establish, continue and organize the Ozarks Regional Juvenile Detention District in accordance with R.S.Mo., 211.500 in order to adequately provide for juvenile detention services and facilities; and

WHEREAS, the Counties have agreed to the following terms and conditions for establishment and continuation of the District and to set forth the duties of each county relating to the District.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Counties, the Counties do hereby agree as follows:

1. The name of the District shall be the Ozarks Regional Juvenile Detention District.
2. The names of the Counties within the District are Wright, Douglas, Ozark, Christian, and Taney. The boundaries of the District shall be the boundaries of each of these Counties.

3. The formula for calculating each county's contribution to the costs of the District shall be based on the population of each county, as a percentage of the total population of all of the Counties based on the 2010 census, as follows:

County	2010 Population	2010 Percentage of Total Population
Wright	18,815	10.98%
Douglas	13,684	07.99%
Ozark	9,723	05.68%
Christian	77,422	45.19%
Taney	51,675	30.16%
TOTALS	171,319	100.00%

Each county shall be responsible for all costs and expenses of the District in accordance with the percentages set forth above. These expenses and costs shall include, but not be limited to, rent for the building and premises where the juvenile detention center will be located; salaries and expenses of employees and independent contractors of the District; supplies and equipment for operation of the District; and all other reasonable and necessary expenses of the District.

4. The types of juveniles which the Ozarks Regional Juvenile Detention Center may house shall include all juveniles subject to the jurisdiction of the Circuit Court of each of the Counties which are a party to this Agreement; juveniles held for the State of Missouri, Division of Youth Services; and juveniles

from other districts and agencies outside the district as approved by the Presiding Circuit Judges of the District.

5. The District shall lease a building and premises located in Mountain Grove, Missouri that will be used as the juvenile detention center. The Lease shall be for a term of five (5) years, with the option of another five (5) years renewal at the same rate, to be approved by the Presiding Circuit Judges of the Counties included in the Ozarks Regional Juvenile Detention District, unless earlier terminated as provided in the Lease.

6. The Wright County Juvenile Office will have the right to keep its offices in the juvenile detention center, and no rent shall be charged to the Wright County Juvenile Office.

7. The duties of the Executive Director of the Detention Center shall be as described on Exhibit A attached hereto. The Executive Director shall be subject to the direct control of the Presiding Circuit Judges of the Counties included within the Ozarks Regional Juvenile Detention District, which shall have the authority to hire the Executive Director, set the Executive Director's annual salary, establish and/or change the duties of the Executive Director, and discipline or discharge the Executive Director.

8. The annual budget of the Ozarks Regional Juvenile Detention District shall be submitted for review by each Presiding Circuit Judge within seven (7) days after January 1 of each year this Agreement remains in effect. The budget shall include all details requested by each Presiding Circuit Judge of the Counties which are parties to this Agreement. The budget shall specifically

include the following: total number of employees projected for the coming year; total employee expenses, including wages, salaries, benefits and taxes; equipment costs and expenses; cost of supplies, and rent, maintenance, and other building expenses.

9. Upon approval of the District's budget by the Presiding Circuit Judges, the budget shall be submitted to the County Commission of each County. The annual budget of the Ozarks Regional Juvenile Detention District shall be approved by the County Commissions on or before the thirty-first (31st) day of January of each year this Agreement remains in effect.

10. The term of this Agreement shall be five (5) years, and in all respects identical to the term of the Lease of the juvenile detention center. This Agreement may be extended for an additional five (5) years, at the same rate, upon approval by the Presiding Circuit Judges of the Counties included within the Ozarks Regional Juvenile Detention District.

11. The Presiding Circuit Judges for each judicial circuit in the counties which are parties to this Agreement shall be responsible for oversight of all operations and activities of the District. Each Presiding Circuit Judge may designate or delegate to an Associate Circuit Court Judge in his/her judicial district the duties and responsibilities to act in this capacity.

12. In the event of any dispute or disagreement between the parties arising from or relating to this Agreement, or any dispute concerning the rights, duties, or obligations of the parties to this Agreement, then such dispute shall be resolved by binding arbitration between the parties in accordance with the

Missouri Arbitration Act, R.S. Mo., Section 435.010. The arbitration shall be held in Mountain Grove, Missouri. The arbitrator shall be selected by the Presiding Circuit Judges of the Counties included within the Ozarks Regional Juvenile Detention District, and the arbitrator shall be a sitting or retired Circuit Judge who holds or held office outside the judicial circuit covered by this Agreement. The decision of the Arbitrator shall be final and binding upon all of the parties to this Agreement, and may be enforced by a judgment of a Court confirming the arbitration award.

13. Counties outside the Ozarks Regional Juvenile Detention District should not pay less per diem than the district counties. The cost per diem shall be calculated at the end of each calendar year and the cost for non-district counties shall be adjusted in order that non-district counties will not pay less than district counties.

This Agreement was reviewed and approved by the County Commission of each County which is a party to this Agreement, and is signed below by an authorized representative of each County.

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.**

WRIGHT COUNTY, MISSOURI

By: [Signature]
Name/Title Presiding Court

DOUGLAS COUNTY, MISSOURI

By: [Signature]
Name/Title Presiding Court

OZARK COUNTY, MISSOURI

By: [Signature]
Name/Title

CHRISTIAN COUNTY, MISSOURI

By: [Signature]
Name/Title

TANEY COUNTY, MISSOURI

By: Ronald D. Houseman
Name/Title

ATTEST

On this 6 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 Ozarks Regional Juvenile Detention District Contract, made and entered into by the Taney County Commission and signed on this 6 day of December, 2012.

[Signature]
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 Ozarks Regional Juvenile Detention District Contract 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 Ozarks Regional Juvenile Detention District Contract.

By: [Signature]
Rick Findley
Taney County Auditor

Date: 12/6/12

PUBLIC DEFENDER LEASE AGREEMENT

Commissioner Strafuss moved to enter into the Public Defender Lease Agreement continuation of the fixed rate for 1 year. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

Commissioner Strafuss withdrew his motion. Commissioner Strahan withdrew his second.

NO ACTION ON THIS AGREEMENT TODAY THIS WILL BE ADDRESSED AT A LATER TIME.

RECESS

9:49 AM

RECONVENE

10:03 AM

STAFF DEPARTMENTAL UPDATE – ROAD & BRIDGE

Randy Haes, Harlan Collins and David Stottle with Road and Bridge came before the Commission to present the Road & Bridge Staff Departmental Update.

ROAD EASEMENT

Commissioner Strafuss moved to approve the Grant of Permanent and Perpetual Easement and Right –of Way for Public Road Purposes and Temporary Construction Easement or Construction of Public Road Improvements for David Lynn Hunter and Sue Hunter. Commissioner Strahan seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

**GRANT OF PERMANENT AND PERPETUAL EASEMENT
AND RIGHT-OF-WAY FOR PUBLIC ROAD PURPOSES
AND TEMPORARY CONSTRUCTION EASEMENT FOR
CONSTRUCTION OF PUBLIC ROAD IMPROVEMENTS**

David Lynn Hunter and Sue Hunter Grantors, of the County of Taney in the State of Missouri,
hereinafter referred to as "GRANTORS", on this 3 day of December, 2012

grant and convey unto

**TANEY COUNTY, MISSOURI, c/o Taney County Commission, P.O. Box 1086, Forsyth,
Missouri 65653** a body politic and corporate, hereinafter referred to as "GRANTEE",

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a permanent and perpetual easement and right-of-way for the purpose of locating, constructing, maintaining, removing, operating, replacing and improving the public road now known as John Hunter Rd. for the passage of vehicular and pedestrian traffic and for all uses incident thereto, over, upon, under and through the following described tract of land laying and being situate in the County of Taney, State of Missouri, to-wit:

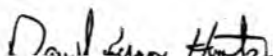
Legally described as set forth in Exhibit "A" to this easement document, and incorporated herein by reference as though fully set out.

Together with the right of ingress to and egress from the adjacent lands of GRANTORS, their successors and assigns, for the purposes of this easement, to-wit:

A permanent and perpetual easement forty (40) feet in width for the purpose of widening road, to be more particularly described in exhibit "A"

To have and to hold the premises aforesaid for the aforesaid use with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the GRANTEE, its representatives and assigns forever; the said GRANTORS hereby covenanting that GRANTORS are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that GRANTORS have good right to grant and convey the same; that the said premises are free and clear of any encumbrances done or suffered by GRANTORS or those under whom GRANTORS claim and that Grantors will warrant and defend the title to the said premises unto the said GRANTEE and unto its successors and assigns forever, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed this 3 day of December, 2012.



David Lynn Hunter



Sue Hunter

ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF Taney) SS.

On this 3 day of December, 2012, before me a Notary Public personally appeared:

David Lynn Hunter and Sue Hunter Grantees, known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Randy A. Haes
Notary Public



My commission expires July 8, 2015

APPROVAL OF CONVEYANCE

The Taney County Commission on behalf of Taney County, Missouri accepts the Grant of Permanent and Perpetual Easement and Right-of-Way for Public Road Purposes described in this document.

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

ATTEST

On this 6 day of December, 2012, before me personally appeared Ronald D. Houseman, the Presiding Commissioner of Taney County, Missouri, and acknowledged he signed the above Approval of Conveyance as his free act and deed on behalf of the Taney County Commission, pursuant to a vote of the Taney County Commission to accept the above property interest on behalf of Taney County, Missouri.

I, Donna Neeley, Clerk of the Taney County Commission, do hereby certify that the above and foregoing is the Grant of Permanent and Perpetual Easement and Right-of-Way accepted by the Taney County Commission and signed by the Presiding Commissioner on this 6 day of December, 2012.

Donna Neeley
Donna Neeley
Clerk of the Taney County Commission

Exhibit "A"

DESCRIPTION

A strip of land 10 feet wide to be used for additional road right-of-way and a triangular shaped tract at the Northwest corner of John Hunter Road and Lazy Acres Road intersection, all along the north side of John Hunter Road lying in and being a part of the Northeast Quarter of the Northwest Quarter and of the Northwest Quarter of the Northeast Quarter and of the Southwest Quarter of the Northeast Quarter in Section 16, Township 21 North, Range 17 West, Taney County, Missouri, being described as follows:

Commencing at an iron bar marking the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 16; thence North 0°43'00" East along the west line thereof a distance of 24.55 feet to the Point of Beginning, said point being on the present north right-of-way line of John Hunter Road (30' wide); thence continuing North 0°43'00" East a distance of 10.06 feet to a point on a segment of a non-tangent curve from which the radius point bears South 5°40'00" East at a distance of 1025.00 feet; thence East along said curve a distance of 144.71 feet (through an angle of 8°05'20"); thence South 87°34'40" East a distance of 1322.66 feet; thence South 85°45'00" East a distance of 185.91 feet to the beginning of a curve concave to the southwest having a radius of 366.23 feet; thence easterly and southeasterly along said curve a distance of 202.60 feet (through an angle of 31°41'44"); thence North 73°00'00" East a distance of 56.57 feet to the west right-of-way line of Lazy Acres Road (30' wide); thence South 0°21'00" East along said west right-of-way line a distance of 80.15 feet to a point of intersection with the present north right-of-way line of John Hunter Road; said point being on a curve from which the radius point bears South 49°10'35" West at a distance of 356.23 feet; thence continuing along the present north right-of-way line of John Hunter Road the following (4) four courses; thence (1) Northwesterly and westerly along said curve a distance of 279.33 feet (through an angle of 44°55'35"); thence (2) North 85°45'00" West a distance of 185.75 feet; thence (3) North 87°34'40" West a distance of 1322.50 feet to the beginning of a curve concave to the south having a radius of 1015.00 feet; thence (4) West along said curve a distance of 144.42 feet (through an angle of 8°09'08") to the Point of Beginning.

JAMES JASPER

HDR Engineering, Inc.
PLS | CAD Technician

181 East David | P.O. Box 969 | Forsyth, Missouri 65653
417.546.3218 | f: 417.546.5324
James.Jasper@hdrinc.com | hdrinc.com

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DIRT AGREEMENTS

Randy Haes presented the dirt agreement on Shalimar Road Mincy area off of Savage Road for more than 3 loads of dirt.

Commissioner Strahan moved to approve a fill dirt agreement between Taney County and Robby Benoit. Commissioner Strafuss seconded the motion. The motion passed by vote: Houseman (aye), Strahan (aye), and Strafuss (aye).

4 + loads
Case to Wiki
10-25-2012

FILL DIRT AGREEMENT

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Robby Benoit (hereinafter Owner), regarding the dumping of dirt fill on Owner's property, and the particulars of the agreement are as follows:

WITNESSETH:

WHEREAS, Taney County, Missouri's Road and Bridge Department would benefit from a location near ongoing construction to dump excess and unneeded till dirt; and,

WHEREAS, having said location would save Taney County's Road and Bridge Department a considerable amount in hauling costs; and

WHEREAS, Owner will benefit from having needed fill dirt dumped on Owner's property;

NOW THEREFORE IT IS AGREED AND COVENANTED BETWEEN THE PARTIES AS FOLLOWS:

General Provisions.

Taney County, as the need arises, is granted permission by Owner to dump fill dirt upon locations on Owner's property that Owner has previously designated to receive such material.

Term and Notice.

The term of this agreement shall commence upon the first date upon which all parties have signed this agreement and shall continue until terminated by one party or the other.

Hold Harmless

Owner agrees that it will hold Taney County, its employees, representatives, heirs and assigns harmless from any claims arising from or relating to this agreement except for any gross negligence.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATE SET FORTH BELOW.

OWNER

Robby Benoif 241 Shalimar Court
Owner's Name Owner's Address
Date: 10/22/12 559-3777
699-0138

TANEY COUNTY, MISSOURI

Ronald N. Houseman
Ron Houseman, Presiding
Commissioner Taney County
Commission
Date: 12/6/12

ATTEST

The Taney County Clerk, Donna Neeley hereby attests that the Presiding Commissioner of the Taney County Commission, Ron Houseman, signed this agreement on behalf of the Taney County Commission pursuant to a previously passed motion of the Taney County Commission.

Donna Neeley Date: 12/6/12
Donna Neeley, Taney County Clerk

Auditor's Certification

The undersigned, as Budget 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 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. Section 50.530(1) & Section 50.660 RSMo.

Rick P. Findley Date: 12/17/12
Rick Findley, Taney County Auditor

SHADY DRIVE

Randy Haes needs the road description on Shady Drive. Discussion ensued. Randy was directed to move forward with the vacate process.

PARK BOARD

The Park Board has a project at the Boston Center and a dirt agreement will be needed to fill dirt in for a pavilion. Randy Haes was directed to contact the gentleman that runs the Boston Center on where to drill the holes for the pavilion. Discussion ensued.

Commissioner Strahan would like a start date on the bathrooms project at K-Dock. The Commission gave their support; this is on a three year plan with the corp.

Guard Rail on the lower parking garage was discussed. Randy was directed to talk to Renee in Maintenance and move forward with the Guard Rail in the lower parking garage.

Randy Haes gave the County Commission an update on Slough Hollow.

Randy Haes was directed to contact the individual at the Summerwind Resort regarding the Highway 165 Project and explain the situation. This is not a Taney County Project it is a State Project.

The County Commission has no objection to changing the road name from Honorary – (Brass Lantern) to Collins Lane. Harlan was directed to contact 911 first to see how many addresses this will affect first and move forward.

**RECESS
10:28 AM**

**RECONVENE
10:44AM**

2013 BUDGET DISCUSSIONS COMMISSION CONFERENCE ROOM

The Commission moved to the Commission Conference Room for the 2013 Budget Discussion.

No motions were made no votes were taken.

EXECUTIVE SESSION – HEALTH INSURANCE PER SECTION 610.021 (3) (12)

Commissioner Strafuss moved to go into Executive Session pursuant to RSMo 610.021 (3) (12). Commissioner Houseman seconded the motion. The motion passed by roll call vote: Houseman (aye), Strahan (absent), and Strafuss (aye).

**EXECUTIVE SESSION
11:30 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
3:22 PM**

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

ADJOURN
3:22 PM

The minutes were taken and typed by Angelia Edwards, Deputy Clerk.