



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.lqm2.com>

October Term

~ Minutes ~

Wednesday, November 20, 2013

9:55 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 9:55 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	9:55 AM
Ray Weter	Eastern Commissioner	Present	9:55 AM
Bill Barnett	Western Commissioner	Present	9:55 AM
Kay Brown	County Clerk	Present	9:55 AM
Julia Maples	Administrative Assistant	Present	9:55 AM

II. Agenda

Motion/Vote - 9:55 AM Kay Brown County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Julia Maples and Donna Osborn of the Christian County Headliner News.

The County Commission reviewed and approved the minutes for Thursday, October 24, 2013 and Monday, November 18, 2013. There were no financials presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 10:00 AM Sam Yarnell Auditor

Hearing - Budget Study Hearing

The meeting was attended by Commission Secretary Julia Maples, Sheriff's Administrative Assistant Blanca Mallonee, Major C.E. Wells and Major Brian Cathey, Todd Wiesehan Planning and Zoning Administrator and Donna Osborn of the Christian County Headliner News.

The County Commission met with County Auditor Sam Yarnell for a budget study hearing for the Sheriff's Department 2014 budget.

Prior to presenting the Sheriff's budget, County Auditor Sam Yarnell requested an adjustment of \$ 200.00 to the Treasurer's 2014 budget to cover additional costs for postage.

County Auditor Sam Yarnell presented the Federal Forfeiture discretionary funds with a projected revenue of \$ 40,000.00 for 2014, but the Sheriff budgeted conservatively at \$20,000.00.

Sheriff Kyle said these grant funds are decreasing each year and number of federal inmates are down and the county inmates have increased.

County Auditor Sam Yarnell presented the Law Enforcement Fund which is another discretionary fund that is reimbursed by the federal government and currently they are two months behind.

Major Cathey said he anticipates the funds arriving at the end of the month.

County Auditor Sam Yarnell presented the C.C.W. discretionary fund which continues to grow.

Presiding Commissioner Lou Lapaglia asked the Sheriff if this is a reasonable expectation for these funds.

Sheriff Kyle said the numbers are what he expects.

County Auditor Sam Yarnell said the beginning balance for the Sheriff was \$ 116,880.69 and the year end shows a negative \$67,319.31. Ms. Yarnell said there is \$ 825,000.00 left in the Building Bond Retirement Fund.

Ms. Yarnell said if the Sheriff uses \$ 378,000.00 this year there will be a remainder of \$ 200,000.00 that will carry over to meet their 2014 budget.

Presiding Commissioner Lou Lapaglia said he told the Sheriff that they would split the amount and if they don't use it they can use it to supplement their deficiency. Commissioner Lapaglia said we will transfer \$ 500,000 from County Revenue and \$ 640,000.00 from Building Bond and we take the money we saved this year and roll it over to next year 2014.

Presiding Commissioner Lou Lapaglia said the sheriff and he met and they agreed if the Sheriff can make it through to 2015, when the building bond note is paid off, there will be some relief in 2015.

Sheriff Joey Kyle stated the additional law enforcement tax in 2015 will bring us up to where we need to be but nothing excessive. Sheriff Kyle stated he is expecting an increase in medical costs for the inmates. Sheriff Kyle said we have to provide healthcare to all inmates.

Presiding Commissioner Lou Lapaglia said we may have people breaking the law just to have a place to stay and food to eat.

Sheriff Kyle has requested that four employees that are supervisors be brought to the same level of pay as the other supervisors. Sheriff Kyle presented this to the Commission to be included in the 2014 budget. Sheriff Kyle said the total cost to raise everyone to the supervisor pay would be \$ 18,000.00 for the year 2014.

Presiding Commissioner Lou Lapaglia asked Sheriff Kyle, Major Brian Cathey, and Major C.E. Wells, can you live with this budget. Commissioner Lapaglia said it will be very difficult to alter your budget in 2014 all expenditures must be reviewed carefully so you can live within your budget.

Sheriff Kyle said the 2014 budget will be much more stringent because of the increased operating costs particularly medical and food costs for the inmates.

Eastern Commissioner Ray Weter noted the revenues are down by a quarter of a million in the Sheriff's budget.

Presiding Commissioner Lou Lapaglia called for a motion to approve the 2014 Sheriff's budget.

Sheriff Kyle expressed his gratitude to the County Auditor's for her assistance with the 2014 budget.

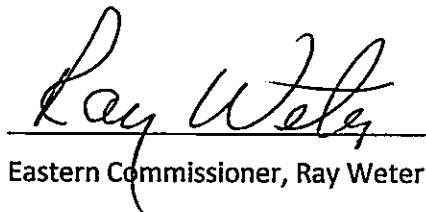
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

III. Adjournment

The meeting was closed at 10:29 AM
The scheduled agenda for Wednesday, November 20, 2013, was completed and the Commission adjourned and will reconvene Thursday, November 21, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett

CHRISTIAN COUNTY, MO		2012	2012	2013	2013	2014	2014
COUNTY LAW ENFORCEMENT FUND		Actual	Approved	Actual	Approved	Estimate	Approved
ESTIMATED REVENUES BY CLASSIFICATION							
	BEGINNING BALANCE	10,350.54	10,350.54	116,880.69	116,880.69	116,880.69	116,880.69
201-420-200	SALES TAX REVENUES	1,534,429.01	1,534,400.00	0.00	1,525,000.00	1,585,000.00	1,585,000.00
	Total	1,534,429.01	1,534,400.00	0.00	1,525,000.00	1,585,000.00	1,585,000.00
	INTERGOVERNMENTAL REVENUES						
201-430-100	Criminal Costs	186,062.98	200,000.00	-	394,000.00	390,000.00	390,000.00
201-430-125	HB 2224 Grant	74,849.23	55,000.00	-	62,400.00	69,000.00	69,000.00
201-430-150	HIDTA Grant	21,997.68	40,000.00	-	45,000.00	65,000.00	65,000.00
201-430-275	Miscellaneous Grants						
	Total	282,909.89	295,000.00	0.00	501,400.00	536,000.00	536,000.00
	CHARGES FOR SERVICES						
201-440-100	Fees for HB 2224	39,000.00	46,500.00	-	42,000.00	30,000.00	30,000.00
201-440-200	Prisoner Board	810,427.27	795,000.00	-	530,000.00	530,000.00	530,000.00
201-440-250	Prisoner Board - INS	473,729.13	400,000.00	-	520,000.00	425,000.00	425,000.00
201-440-500	Sheriffs Fees	9,190.77	14,000.00	-	9,000.00	7,000.00	7,000.00
201-440-525	Inmate Security Fees	3,876.50	4,000.00	-	4,000.00	7,200.00	7,200.00
201-440-550	Civil Process Fees	50,000.00	50,000.00	-	50,000.00	50,000.00	50,000.00
	Total	1,386,223.67	1,309,500.00	0.00	1,155,000.00	1,049,200.00	1,049,200.00
201-450-100	INTEREST INCOME	720.19	850.00	0.00	350.00	200.00	200.00

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OTHER REVENUES									
201-450-300	Miscellaneous	4,890.63	5,000.00	-	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
201-460-250	Expense Reimbursements	56,353.96	70,000.00	-	88,000.00	36,900.00	36,900.00	36,900.00	36,900.00
201-460-450	Phone/Vending Commissions	44,713.21	53,000.00	-	50,000.00	70,000.00	70,000.00	70,000.00	70,000.00
	Total	105,957.80	128,000.00	0.00	139,500.00	108,400.00	108,400.00	108,400.00	108,400.00
TRANSFERS IN FROM									
201-500-101	County Revenue	301,000.00	400,000.00	0.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
201-500-425	Building Bond Retirement	371,000.00	600,000.00	0.00	825,000.00	640,000.00	640,000.00	640,000.00	640,000.00
	Total	672,000.00	1,000,000.00	0.00	1,325,000.00	1,140,000.00	1,140,000.00	1,140,000.00	1,140,000.00
	GRAND TOTAL REVENUES	3,982,240.56	4,267,750.00	0.00	4,646,250.00	4,418,800.00	4,418,800.00	4,418,800.00	4,418,800.00
	TOTAL EXPENDITURES	-3,875,710.41	-4,139,900.00	0.00	-4,634,600.00	-4,603,000.00	-4,603,000.00	-4,603,000.00	-4,603,000.00
	ENDING BALANCE	116,880.69	138,200.54	116,880.69	128,530.69	-67,319.31	-67,319.31	-67,319.31	-67,319.31

CHRISTIAN COUNTY, MO							
2014 BUDGET							
COUNTY LAW ENFORCEMENT FUND							
APPROPRIATION BY OBJECT OF EXPENDITURES							
	2012	2012	2013	2013	2014	2014	
	Actual	Approved	Actual	Approved	Requested	Approved	
201-600-100	Sheriff's Salary	58,000.02	58,000.00	-	58,000.00	58,000.00	58,000.00
201-600-200	Cole Other - Salary	2,202,893.61	2,302,000.00	-	2,450,000.00	2,454,000.00	2,454,000.00
201-600-500	Employer FICA & Medicare	165,821.71	180,400.00	-	194,600.00	185,000.00	185,000.00
201-600-510	Retirement	242,036.40	288,000.00	-	260,000.00	250,000.00	250,000.00
201-600-520	Insurance	183,747.00	241,000.00	-	250,000.00	250,000.00	250,000.00
201-600-530	Workman's Compensation	72,826.95	77,000.00	-	120,000.00	135,000.00	135,000.00
201-600-540	SUTA - Unemployment	22,045.53	34,000.00	-	40,000.00	30,000.00	30,000.00
201-610-300	Equipment	11,192.07	10,000.00	-	10,000.00	10,000.00	10,000.00
201-610-303	Fees for HB 2224	39,000.00	46,500.00	-	42,000.00	30,000.00	30,000.00
201-610-305	Investigative Expense	1,996.60	1,500.00	-	2,000.00	2,000.00	2,000.00
201-610-307	Other Grant Expenses	11,562.58	12,500.00	-	10,000.00	9,000.00	9,000.00
201-610-310	Liability Insurance	46,789.23	47,000.00	-	70,000.00	70,000.00	70,000.00
201-610-315	Mules	2,820.00	6,000.00	-	5,000.00	5,000.00	5,000.00
201-610-320	Office Expense & Promotions	6,087.82	5,500.00	-	20,000.00	20,000.00	20,000.00
201-610-325	Phone & Pager	33,640.08	32,000.00	-	51,000.00	55,000.00	55,000.00
201-610-330	Repairs & Maintenance	30,365.82	40,000.00	-	40,000.00	20,000.00	20,000.00
201-610-345	Software	20,545.20	20,000.00	-	60,000.00	20,000.00	20,000.00
201-610-350	Uniforms	3,287.20	5,000.00	-	35,000.00	20,000.00	20,000.00
201-610-355	Vehicle Fuel	194,015.82	190,000.00	-	220,000.00	240,000.00	240,000.00
201-610-360	Vehicle Insurance	6,997.04	12,000.00	-	11,000.00	15,000.00	15,000.00
201-610-365	Vehicle Maintenance	59,711.16	50,000.00	-	160,000.00	160,000.00	160,000.00
201-610-370	Vehicle Purchase						
201-610-375	Vehicle Repair	54,784.83	50,000.00	-	65,000.00	50,000.00	50,000.00
201-620-400	Inmate Medical	225,405.41	240,000.00	-	240,000.00	260,000.00	260,000.00
201-620-420	Prisoner Food & Board	160,103.15	160,000.00	-	190,000.00	230,000.00	230,000.00
201-620-425	Warrant, Guard/Transportation	19,798.18	30,000.00	-	30,000.00	24,000.00	24,000.00
201-620-450	Inmate Refunds	247.00	1,500.00	-	1,000.00	1,000.00	1,000.00
	TOTAL EXPENDITURES	3,875,710.41	4,139,900.00	0.00	4,634,600.00	4,603,000.00	4,603,000.00

CHRISTIAN COUNTY, MO									
2014 BUDGET									
SHERIFF'S CONCEAL CARRY FUND									
ESTIMATED REVENUES BY CLASSIFICATION									
	2012	2012	2013	2013	2014	2014			
	Actual	Approved	Actual	Approved	Estimated	Approved			
BEGINNING BALANCE	50,310.48	50,310.48	33,475.38	33,475.38	33,475.38	33,475.38			
615-440-550 CONCEAL CARRY FEES	93,968.00	90,000.00		175,000.00	160,000.00	160,000.00			
615-450-100 INTEREST	623.47	850.00		400.00	250.00	250.00			
615-450-300 MISCELLANEOUS				200.00					
615-460-250 EXPENSE REIMBURSEMENT	2,188.60								
TOTAL REVENUES	96,780.07	90,850.00	0.00	175,600.00	160,250.00	160,250.00			
CHRISTIAN COUNTY, MO									
2014 BUDGET									
SHERIFF'S CONCEAL CARRY FUND									
APPROPRIATION BY OBJECT OF EXPENDITURES									
	2012	2012	2013	2013	2014	2014			
	Actual	Approved	Actual	Approved	Requested	Approved			
615-610-300 Equipment	35,804.36	35,000.00		67,500.00	55,000.00	55,000.00			
615-610-305 Investigative Expense	1,988.76	4,000.00		2,500.00	2,500.00	2,500.00			
615-610-310 Mileage & Training	29,628.56	36,000.00		50,000.00	45,000.00	45,000.00			
615-610-315 Office Expense	16,312.13	20,000.00		10,000.00	10,000.00	10,000.00			
615-610-320 Conceal Carry Fees	23,297.75	22,500.00		45,000.00	40,000.00	40,000.00			
615-610-325 Miscellaneous	1,649.61								
615-610-330 Repairs & Maintenance	592.58								
615-610-340 Supplies	925.92	500.00							
615-610-345 Sheriff's Vehicle Maint	3,415.50	0.00		5,000.00	5,000.00	5,000.00			
TOTAL EXPENDITURES	113,615.17	117,500.00	0.00	180,000.00	157,500.00	157,500.00			
ENDING BALANCE	33,475.38	23,660.48	33,475.38	29,075.38	36,225.38	36,225.38			

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CHRISTIAN COUNTY, MO									
2014 BUDGET									
LAW ENFORCEMENT TRAINING									
ESTIMATED REVENUES BY CLASSIFICATION									
	2012	2012	2013	2013	2014	2014			
	Actual	Approved	Actual	Approved	Estimated	Approved			
BEGINNING BALANCE	10,454.13	10,454.13	7,578.54	7,578.54	7,578.54	7,578.54			
530-440-300 ASSOCIATE DIVISION II FEES	1,510.00	1,400.00			1,500.00	1,500.00			
530-440-400 POST COMMISSIONS	1,913.05	2,800.00			1,900.00	2,500.00			
530-440-500 CIRCUIT CLERK FEES	9,476.00	8,500.00			6,000.00	20,000.00			
530-450-100 INTEREST	155.51	135.00			170.00	140.00			
530-460-250 EXPENSE REIMBURSEMENT									
TOTAL REVENUES	13,054.56	12,835.00	0.00	9,570.00	24,140.00	24,140.00			
CHRISTIAN COUNTY, MO									
2014 BUDGET									
LAW ENFORCEMENT TRAINING									
APPROPRIATION BY OBJECT OF EXPENDITURES									
	2012	2012	2013	2013	2014	2014			
	Actual	Approved	Actual	Approved	Requested	Approved			
530-610-300 Equipment	3,575.29	6,000.00			2,000.00	2,000.00			
530-610-310 Mileage & Training	9,741.81	8,000.00			16,000.00	16,000.00			
530-610-320 Office Expense	200.00				2,500.00	2,500.00			
530-610-400 Post Training Expense	2,413.05	2,800.00							
TOTAL EXPENDITURES	15,930.15	16,800.00	0.00	9,500.00	20,500.00	20,500.00			
ENDING BALANCE	7,578.54	6,489.13	7,578.54	7,648.54	11,218.54	11,218.54			

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CHRISTIAN COUNTY, MO		2012		2013		2014	
2014 BUDGET		Actual	Approved	Actual	Approved	Estimated	Approved
FEDERAL FORFEITURE #1 FUND		ESTIMATED REVENUES BY CLASSIFICATION					
	BEGINNING BALANCE	177,673.58	177,673.58	97,710.35	97,710.35	97,710.35	97,710.35
470-440-400	U.S. TREASURY-DEA	329,487.30	300,000.00		75,000.00	40,000.00	40,000.00
470-450-100	INTEREST	2,644.34	1,800.00		600.00	500.00	500.00
470-460-200	MISCELLANEOUS	3,791.00	4,000.00		0.00	0.00	0.00
470-460-350	INSURANCE REIMBURSE	4,631.72					
	TOTAL REVENUES	340,554.36	305,800.00	0.00	75,600.00	40,500.00	40,500.00
CHRISTIAN COUNTY, MO							
2014 BUDGET							
FEDERAL FORFEITURE #1 FUND							
APPROPRIATION BY OBJECT OF EXPENDITURES							
		2012	2012	2013	2013	2014	2014
		Actual	Approved	Actual	Approved	Requested	Approved
470-610-305	Drug Enforcement - Overtime		10,000.00				
470-610-310	Equipment Purchase	391,822.55	375,000.00		103,000.00	10,000.00	10,000.00
470-610-315	Mileage & Training	19,732.07	18,000.00		3,700.00	5,000.00	5,000.00
470-610-320	Office Expense	131,85	10,000.00		3,000.00	3,000.00	3,000.00
470-610-325	Repairs & Maintenance	8,037.87	10,000.00		2,600.00	2,000.00	2,000.00
470-610-365	Vehicle Maintenance	793.25	1,000.00				
	TOTAL EXPENDITURES	420,517.59	424,000.00	0.00	112,300.00	20,000.00	20,000.00
	ENDING BALANCE	97,710.35	59,473.58	97,710.35	61,010.35	118,210.35	118,210.35

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(Signature)



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.igq2.com>

October Term

~ Minutes ~

Thursday, November 21, 2013

8:55 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:55 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:55 AM
Ray Weter	Eastern Commissioner	Present	8:55 AM
Bill Barnett	Western Commissioner	Present	8:55 AM
Kay Brown	County Clerk	Present	8:55 AM
Cheryl Mitchell	Assistant	Present	8:55 AM

II. Agenda

Motion/Vote - 8:55 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission reviewed and approved the minutes for November 20, 2013.

Presiding Commissioner Lou Lapaglia called a motion to approve the minutes. There were no financials presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:00 AM Tom Lawson-Human Resources

Discussion - CERF Compensation Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell, Benefits Administrator Holly Burnette, Robert Palmer, Recorder Kelly Hall, Collector Ted Nichols and Treasurer Karen Matthews.

The County Commission met with Chief Deputy Payroll Clerk Tom Lawson to discuss renewing the CERF County contribution for January 1, 2014.

Tom Lawson presented the CERF application renewal for 2014. Mr. Lawson presented his information regarding the mandatory four percent that is withheld from the payroll for all employees that were hired after February 25, 2002. All county employees hired

prior to February 25, 2002, have nothing withheld from their pay check. Mr. Lawson said this action discriminates against the employees and causes increased financial burden. The County has one time in the year to change the CERF designation. He presented the background over the past ten years and the reason why we should consider changing this in the future. Mr. Lawson presented the 2003 annual report of 3.8 million in revenue which has increased in 2013 to 9.4 million.

Tom Lawson presented a comparison of the two associate commissioners between the two employees that were hired before and after Feb. 25, 2002. Mr. Lawson said the bottom line is one employee contributes nothing and another contributes every pay check and both receive the same benefit.

Treasurer Karen Matthews said everyone sitting on the board that made this decision were hired prior to Feb. 25, 2002.

Ted Nichols said the CERF program was increasing the number of employees in the program and could not adequately fund it. The State Legislature voted to have the employees pay 4% to keep the program solvent.

Robert Palmer stated how many years will take for the last county employee to retire before this law will be changed.

Presiding Commissioner Lou Lapaglia called a motion to keep the same level of compensation for the CERF retirement program

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:30 AM Travis Miller-Citizen

Discussion - Building Code Committee Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell, Building Inspector Bob Barnhart, Travis Miller and Robert Palmer.

The County Commission met with Travis Miller to discuss having him serve on the Building Code Committee.

Eastern Commissioner Ray Weter said there was a resignation on the Building Code Committee board and needed to select a new committee person. Commissioner Weter asked for recommendations from Bob Barnhart and contacted Rock Solid for some recommendations. Commissioner Weter said Travis Miller was recommended.

Mr. Miller said he has been a home builder since 2004 and serves as the secretary to the Home Builders Association. He lives in Nixa and his children attend Nixa Schools. Mr. Miller said he would be interested in assisting the county by serving on the Building Code Committee

Commissioner Weter said the next Building Code Committee meeting is scheduled for December 5th, 2013. Commissioner Weter said the committee is to develop building codes that are consistent with the urban areas in the county.

Mr. Miller said it is frustrating as a builder to have to work the various codes by each entity.

Bob Palmer asked if the committee will be bringing anyone to the board that has experience with the international building codes.

Presiding Commissioner Lou Lapaglia said this is not an intense job that is held monthly but is very important.

Presiding Commissioner Lou Lapaglia called a motion to approve Travis Miller to serve as a member of the Building Code Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 10:00 AM Joey Kyle-Sheriff

Bid Opening - Bid Opening-Inmate Medical Services

The meeting was attended by Commission Secretary Cheryl Mitchell, Captain Brian Gillman, Lieutenant Brandon Bressie and County Auditor Sam Yarnell.

The County Commission met with Captain Brian Gillman, and Lieutenant Brandon Bressie to open bids for the inmate medical services from the following companies:

Bid #1 Complete Care, LLC, Carthage, Missouri Total Cost is \$ 200,000.00 annually For 88 hours per week for the nurse and includes the doctor.

Bid #2 County Healthcare, LLC Ozark, Missouri Total Cost \$ 245,247.60 for the annual cost for 98 hours per week

The bid solicitation specified 98 hrs/week for the nurse.

Captain Gillman will give a recommendation to the County Commission on December 5th, 2013 at 9:00am

Lou suggested take the two weeks and choose which is the best choice Presiding Commissioner made a motion to consider the bids on December 5th, 2013 at 9:00a.m..

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 2:00 PM Beth Schaller-MoDot

Discussion - Monthly Update


The meeting was attended by Commission Secretary Cheryl Mitchell

The County Commission met Beth Schaller for the monthly update from the Missouri Department of Transportation said she spoke with cities on the OTO tour and the cities have Highway 14 as a priority for the future highway improvements. Ms. Schaller said next year MODOT is planning to do a two foot shoulder from Marionville to Highway W. Ms. Schaller said they are doing preliminary work at the intersection of Highway 14 and Cheyenne Road.

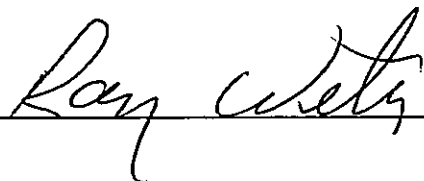
III. Adjournment

The meeting was closed at 2:35 PM

The scheduled agenda for Thursday, November 21, 2013, was completed and the Commission adjourned and will reconvene Monday, November 25, 2013.



Presiding Commissioner Lou Lapaglia

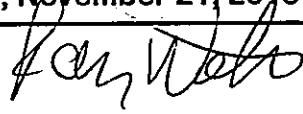


October Term

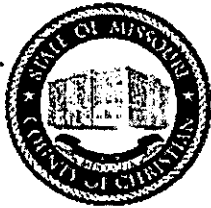
Thursday, November 21, 2013

8:55 AM

Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.ig2.com>

October Term

~ Minutes ~

Monday, November 25, 2013

8:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:50 AM
Ray Weter	Eastern Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Kay Brown	County Clerk	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM County Clerk Kay Brown

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell and Common 1 Road District Supervisor Richard Teague.

The County Commission reviewed and approved the minutes for November 21, 2013.

Presiding Commissioner Lou Lapaglia called for a motion to approve the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 8:55 AM

- Approve the CART Court Order # 11-25-2013-01

The meeting was attended by Commission Secretary Cheryl Mitchell and Common 1 Road District Supervisor Richard Teague.

The County Commission reviewed CART Certified Court Order # 11-25-2013-01 for a total amount of \$ 110,740.15.

Presiding Commissioner Lou Lapaglia called for a motion to approve Certified Court Order # 11-25-2013-01.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:00 AM Common I (Richard Teague) and Common II (Brent Young) Road Districts

Bid Opening - Bid Opening-Salt for County Roads

The meeting was attended by Commission Secretary Cheryl Mitchell and Common 1 Road District Supervisor Richard Teague.

The County Commission met with Common 1 Road District Supervisor Richard Teague for a bid opening for salt for the county roads from the following companies:

1. Independent Salt from Kanopolis, Kansas --No bid submitted
2. Bingham Sand & Gravel Company, Inc. Baxter Springs, Kansas \$ 82.00 per ton delivered within 5 working days
3. North American Salt Company, Overland Park, Kansas \$ 99.44 per ton delivered

Richard Teague made a recommendation to award the salt to Bingham Sand and Gravel Company and as an alternate North American Salt Company should Bingham Sand and Gravel Company become depleted.

Presiding Commissioner Lou Lapaglia called for a motion to award the salt bid to Bingham Sand & Gravel Company, Incorporated with a secondary provider of North American Salt Company.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:15 AM Common I (Richard Teague) and Common II (Brent Young) Road Districts

Contract - Renew the Bid Award for Truck & Tractor Tires for County Roads

The meeting was attended by Commission Secretary Cheryl Mitchell and Common 1 Road District Supervisor Richard Teague.

The County Commission met with Common 1 Road District Supervisor Richard Teague to discuss renewing the contract for truck and tractor tires with TCI for the road districts.

The County Commission approved the 2014 Contract Renewal with T.C.I. for the tires for the county road districts.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:30 AM Christian County Commission

Contract - Renew Bid Award-Uniforms for Maintenance & Road District Personnel
The meeting was attended by Commission Secretary Julia Maples, Common 1 Road District Supervisor Richard Teague, Rance Burger reporter for the Springfield News-Leader and Donna Osborn of the Christian County Headliner News.

The County Commission met with Common 1 Road District Supervisor Richard Teague to discuss the renewal of the 2014 contract for uniforms for the maintenance and road departments .

Presiding Commissioner Lou Lapaglia called for a motion to approve the renewal of the 2014 contract for uniforms for the maintenance and road departments with the Unifirst Company.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Lou Lapaglia, Presiding Commissioner
AYES:	Lou Lapaglia, Ray Weter
ABSENT:	Bill Barnett

Motion/Vote - 9:45 AM Christian County Commission

Discussion - Soil & Erosion Control Contribution
The meeting was attended by Common 1 Road District Supervisor Richard Teague and Joshua Byrd from the Planning and Zoning Department.

The County Commission approved the annual contribution of \$ 5,000.00 to the soil and erosion control for Christian County.

Presiding Commissioner Lou Lapaglia called for a motion to approve the \$ 5,000.00 contribution to soil and erosion control.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - County Auditor Sam Yarnell

Hearing - Budget Study Hearing
The meeting was attended by Commission Secretary Julia Maples, Common 1 Road District Supervisor Richard Teague, Rance Burger reporter for the Springfield News-Leader and Donna Osborn of the Christian County Headliner News.

The County Commission met with County Auditor Sam Yarnell for a budget study hearing for the County Common 1 and 2 Road Districts.

County Auditor Sam Yarnell presented the 2014 budget for the Sales Tax Appropriations for C-1, C-2, Cities, Special Roads, and road projects. The budget indicates Common 1 Road District will receive \$ 1,185,303.00 and Common 2 will receive \$ 954,277.00.

Eastern Commissioner Ray Weter asked could he elect to fund cooperative projects with other political subdivisions out of the 1.185 million rather than put money in the pool through the front door and take it out the back door. No clear answers were forth coming.

Commission Secretary Julia Maples said a road project submitted to the County Engineer Spencer Jones does not guarantee the funds will be there for you.

Western Commissioner Bill Barnett said his funds were cut short last year.

County Auditor Sam Yarnell stated the sales tax is always a quarter behind, the fourth quarter has just been received.

Eastern Commissioner Ray Weter and Western Commissioner Bill Barnett discussed who would pay the wages for Jason Stutesman.

Western Commissioners Bill Barnett said he has paid Jason's Stutesman wages for the past two years while he has spent a majority of his time with the Common 1 Road District.

Eastern Commissioner Ray Weter asked why is he paying for Jason Stutesman's wages when he is not employed by the Common 1 Road District and he spends the majority of his time with Common 2 Road District.

Western Commissioner Bill Barnett said he was trying to help the Eastern Commissioner to set up the road district for the past two years.

Eastern Commissioner Ray Weter said he will cover Jason Stutesman's wages for the 2014 year for \$ 27,000.00, plus benefits.

Common 1 Supervisor Richard Teague stated that Jason Stutesman spent a lot of time setting up the Common 1 Road District computer programs, payroll and mapping etc.

County Auditor Yarnell said we need to discuss the cost of hiring a highway engineer for 2015 and the cost will be shared by the Common 1 and Common 2 Road Districts.

County Auditor Sam Yarnell stated you are required to have a road engineer on staff in 2015 and you don't have to jump into it early.

Eastern Commissioner Ray Weter said we should be recruiting by the middle of 2014 and should be prepared to hire him. Commissioner Weter stated we should be moving forward instead of amending the 2014 budget.

Presiding Commissioner Lou Lapaglia suggested appropriating the funds through an amended budget in 2014 should a road engineer be hired prior to January 1, 2015.

County Auditor Sam Yarnell suggested using the County's portion of the road pool to fund the road engineer position.

Western Commissioner Bill Barnett did not agree to using the sales tax pool to fund the road engineer's wages.

County Auditor Sam Yarnell presented Common 2 Road District budget and noted an increase for the equipment purchase line item of \$ 100,000.00

Presiding Commissioner Lou Lapaglia called for the motion to approve the budgets for Common 1 and Common 2 Road Districts and the sales tax distribution of funds.

Presiding Commissioner Lou Lapaglia added to the discussion that Mr. Cameron Smith that served on the Planning and Zoning Committee resigned on Friday, November 22, 2013.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

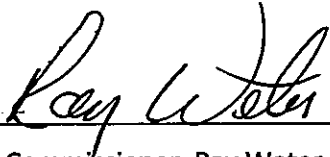
III. Adjournment

The meeting was closed at 10:30 AM

The scheduled agenda for Thursday, November 25, 2013, was completed and the Commission adjourned and will reconvene Monday, December 2, 2013. There will be no meetings on Thursday, November 28, 2013 in observance of the Thanksgiving Holiday.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett

CERTIFIED COURT ORDER #11-25-2013-01

The Treasurer is hereby ordered to transfer funds to the following:

2013 CART

October 2013 Term

Receipt: 24427				
Date: November 21, 2013				
AMOUNT RECEIVED			\$110,740.15	295-420-300 CHECK #
BRIDGE		15.00%	\$16,611.02	
	ROAD MILES			
COMMON 1	297.51	29.67%	\$32,856.60	
COMMON 2	280.69	27.99%	\$30,996.17	
BILLINGS SPECIAL	103.25	10.30%	\$11,406.24	
GARRISON SPECIAL	24	2.39%	\$2,646.69	
OZARK SPECIAL	102.97	10.27%	\$11,373.01	
SELMORE SPECIAL	27.5	2.74%	\$3,034.28	
SOUTH SPARTA SPECIAL	11.1	1.11%	\$1,229.22	
STONESHIRE SPECIAL	5.3	0.53%	\$586.92	
TOTAL ROADS	852.32	100.00%	\$94,129.13	
TOTAL BRIDGE			\$16,611.02	
TOTAL DISBURSED			\$110,740.15	

Lou Lapaglia
 Lou Lapaglia, Presiding Commissioner

Bill Barnett
 Bill Barnett, Western Commissioner

Ray Weter
 Ray Weter, Eastern Commissioner

RECEIVED
 3:18
 NOV 21 2013
 NR
 KAY BROWN
 COUNTY CLERK

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County, this the 25th day of November, 2013.

Kay Brown
 Kay Brown, Clerk of the County Commission

Attachment: Court Order # 11-25-2013-01 (1402 : Approve Minutes and Financials)

*****The Christian County Commission requires a commitment to deliver salt within 5 days after the request is made. Size of Salt must be to MoDot standards. *****

Quote: \$ 99.44 per ton

Sean Lierz
Signature

SEAN LIERZ
Printed Name

11/19/13
Date

NORTH AMERICAN SALT COMPANY
A COMPASS MINERALS COMPANY
9900 WEST 109TH STREET
OVERLAND PARK, KS 66210
TEL: 800-323-1641

Address City State Zip

800-323-1641 913-338-7945
Phone Fax

LIERZ5@COMPASSMINERALS.COM
Email address

Attachment: 2014 Road Salt Bids (1398 : Bid Opening-Salt for County Roads 2014)

*****The Christian County Commission requires a commitment to deliver salt within 5 days after the request is made. Size of Salt must be to MoDot standards. *****

Quote: NO BID per ton

S. K. Olson
Signature

S. K. Olson
Printed Name

11/13/2013
Date

Independent Salt Company
Name of Company

P. O. Box 36 Kanopolis KS 67454
Address City State Zip


800-472-7258 785-472-5196
Phone Fax

solson@indsalt.com
Email address

Attachment: 2014 Road Salt Bids (1398 : Bid Opening-Salt for County Roads 2014)

COPY

Doing Business as (DBA) Name Bingham Sand & GRAVEL	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Bingham Sand & Gravel Co., INC
Mailing Address PO Box 660	IRS Form 1099 Mailing Address PO Box 660
City, State, Zip Code Baxter Springs, KS 66713	City, State, Zip Code BAXTER SPRINGS, KS 66713

Contact Person Brandon Williams	Email Address bwilliams@binghamsand.com
Phone number 620-679-9810	Fax number 620-679-2966
Authorized Signature 	Date 11-14-13
Printed Name Brandon Williams	Title V.P.

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymmo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process

CHRISTIAN COUNTY COMMISSIONERS
 Lou Lapaglia, Presiding Commissioner
 Bill Barnett, Western Commissioner
 Ray Weter, Eastern Commissioner

CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissione

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner

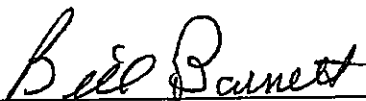


November 25, 2013

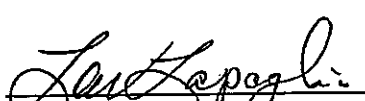
Mike Blankenship
TCI Tires
2725 N. Eastgate
Springfield, MO 65803

Dear Mike,

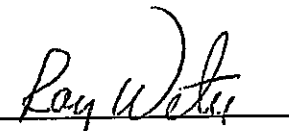
You may recall, the Christian County Commission awarded the bid for truck and tractor tires to TCI Tires for the 2012 budget year, with the option of renewing for up to six additional years. Today the Commissioners voted to award the 2014 truck and tractor tire contract to TCI for the year ending December 31, 2014. We appreciate doing business with you.



Bill Barnett
Western Commissioner



Lou Lapaglia
Presiding Commissioner



Ray Weter
Eastern Commissioner

Attachment: 2014 TCI Tire Contract (1399 : Renew the Bid Award for Truck & Tractor Tires for County Roads)

CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissione

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner



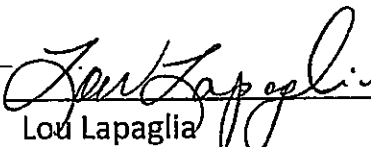
November 25, 2013

Aaron Peck
Unifirst
2244 N. Bolivar Road
Springfield, MO 65803

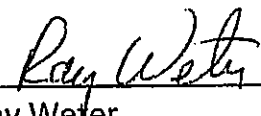
You may recall, the Christian County Commission awarded the bid for Uniform Service for Count offices in 2012, with the option of renewing for up to six additional one year periods. Today the Commissioners voted to extend the Uniform Services bid to Unifirst for the year ending Decemb 31, 2014. We appreciate doing business with you.



Bill Barnett
Western Commissioner



Lou Lapaglia
Presiding Commissioner



Ray Weter
Eastern Commissioner

Attachment: 2014 Unifirst Uniform Contract (1400 : Renew Bid Award-Uniforms for Maintenance & Road District Personnel)

CHRISTIAN COUNTY, MO							
2014 BUDGET							
ROAD/BRIDGE SALES TAX							
APPROPRIATION BY OBJECT OF EXPENDITURES							
	2012	2012	2013	2013	2014		
	Actual	Approved	Actual	Approved	Requested		
290-650-301	Disbursement to - C - 1	503,810.92	475,543.00		1,141,900.00	1,185,303.00	
290-650-302	Disbursement to - C - 2	494,216.18	466,487.00		911,700.00	952,774.00	
290-650-460	Disbursement to - Cities	192,562.55	181,744.00				
290-50-700	Disbursement to - Special Rds	435,744.29	411,226.00				
290-650-741	Disbursement to - Road Projects		-		947,100.00	1,000,520.00	
	TOTAL EXPENDITURES	1,626,333.94	1,535,000.00	0.00	3,000,700.00	3,140,100.00	
	ENDING BALANCE	183.14	0.00	183.14	183.14	183.14	



Christian County Commission

October Term

~ Minutes ~

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.lqm2.com>

Monday, December 2, 2013

8:40 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:40 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:40 AM
Ray Weter	Eastern Commissioner	Present	8:40 AM
Bill Barnett	Western Commissioner	Present	8:40 AM
Kay Brown	County Clerk	Present	8:40 AM
Cheryl Mitchell	Assistant	Present	8:40 AM

II. Agenda

Motion/Vote - 8:40 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell, Mike Middleton and Bob Becker with MODot and Common 2 Road District Supervisor Brent Young.

The minutes from November 25, 2013 have not been reread and there were no financials to present.

Motion/Vote - 8:45 AM Kay Brown-County Clerk

Bid Opening - Bid Opening-2014 Voter Canvassing

The meeting was attended by Commission Secretary Cheryl Mitchell, Mike Middleton and Bob Becker with MODot, Common 2 Road District Supervisor Brent Young.

The County Commission met with County Clerk Kay Brown to open bids for the 2014 Voter Canvass. There was one bid received from Edward J. Rice Company, Incorporated located in Springfield, Missouri. The total cost of the voter canvass is \$ 15,736.98.

Presiding Commissioner Lou Lapaglia called for a motion to award the bid to Edward J. Rice Company for a total cost of \$ 15,736.98.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote -

- Contract to be Signed by Presiding Commissioner

Presiding Commissioner Lou Lapaglia asked who will sign the contract. There was one line provided for a signature. County Clerk Kay Brown said all contracts should be signed by the Presiding Commissioner.

Eastern Commissioner Ray Weter called for a motion to amend the previous motion to include having the contract signed by Presiding Commissioner Lou Lapaglia.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:00 AM Michael Middleton-MoDot

Discussion - Winter Operations Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell, Mike Middleton, Bob Becker, Quinton Taylor, Bret Hicks with MODOT and Common 2 Road District Supervisor Brent Young.

Michael Middleton thanked the Commission for the opportunity to present the procedure MODOT uses to handle inclement weather. Mr. Middleton said MODOT has reduced employees by 1,600 and has closed several road barns throughout the state in an effort to live within their means. Mr. Middleton said the state is operating in a maintenance mode such as the overlays on Highways 65 and 60. Mr. Middleton stated there is a defined winter operations schedule that serves 80 percent of the heaviest volume of traffic on Highway's 160, NN, 65 and 14. The truck fleet was reduced by 20 trucks for a total number of 300 trucks for snow removal and salt spreading for the state.

Mr. Middleton said the state will be using beet juice mixed with salt and aggregate to help spread the ice further to save money. Mr. Middleton said the price of salt is \$ 60.00 per ton. The state will spend approximately \$ 16,000.00 per hour for a total cost of approximately 8 million dollars. Mr. Middleton stated in inclement weather the fleet runs 24 hours.

Presiding Commissioner Lou Lapaglia asked what can the county do to assist MODOT.

Mr. Middleton said we need our people in Missouri to work with us to approve funding to continue the maintenance and improvements needed for Highway CC and 14. Mr. Middleton said he needed to have one person to email or send a text message to ensure we are working together when the storms come. He also encouraged the road districts when they have their trucks out cleaning the roads go ahead and drop a plow if the state road crews haven't been through an area. There are some times when it will be a long route and it takes a long time before they can clear the road.

Eastern Commissioner Ray Weter expressed his appreciation to Mr. Middleton for his informative presentation.

Presiding Commissioner Lou Lapaglia expressed his appreciation for relaying the information.

Motion/Vote - 1:30 PM Jami Wightman**Discussion - Timberlake Subdivision Discussion**

The meeting was attended by Commission Secretary Julia Maples, Homeowners: Ken Thrasher, Troy and Melissa Egan, John and Candice Stump, Rick Smith, Trent Plank, Doug Arnold, Carl Biando, Jami Wightman, Leah Black, Steve Townsend, Benjamin Gillam, Del Purtee and Elaine Johnson.

The Timberlake Subdivision homeowners presented a letter that was sent several years ago from Western Commissioner Bill Barnett to the Timberlake Subdivision regarding the deficiencies in the road. A date was not present on the letter so the meaning of the content was in question.

The homeowners argue that the letter shows the roads were approved. The County Commission does not accept that argument and feel that the letter is referencing deficiencies in the road that need to be corrected before the road can be accepted.

Spencer Jones stated we need to establish a time line and the letter references Great River Engineering and their name was changed to Great River Associates. Mr. Jones stated this letter was done prior to when the road was completed.

A letter dated 10-14-04 was distributed by Julia Maples. Eastern Commissioner Ray Weter advised the Commission and audience that the letter was signed by Eastern Commissioner Tom Chudomelka. The subject of the letter was the deficiencies that needed to be corrected and the county's decision declining to accept the road.

The undated letter has Eastern Commissioner Tom Huff's signature and references the deficiencies and requirements. Commissioner Weter feels that these two letters and the signatures, dates, and comments establish the time line and address an existing road and do not indicate county acceptance of the road prior to its construction.

Spencer Jones said Great River Engineering did not inspect the roads in the Timberlake Subdivision. There was no contract signed by the county or the developer. The developer was notified of the deficiencies in the roads and never finished the roads.

Elaine Johnson asked wouldn't the developer be required to have approval from all the various entities of the county such as planning and zoning and shouldn't the contractor be called on to uphold whatever is signed and roads should be part of it.

Spencer Jones said the developer called to have someone inspect the roads. The developer presented the findings to the earthwork and paving contractors and there was a dispute over who is responsible to fix the roads. The contractors could not reach an agreement so nothing ever was resolved.

Jami Wightman said it is not right that the homeowners have to incur the costs of the road repairs.

Jami Wightman said the property owners asked Spencer Jones to attend a meeting of 18 of the 21 property owners.

Jami Wightman said they asked Spencer Jones for a cost breakdown of the road repairs for a double coat chip and seal. Jami Wightman said the estimate was \$ 300,000. Jami Wightman said after the meeting the 18 homeowners prepared a proposal.

Ms.Wightman presented the proposal to the County Commission and to Spencer Jones.

Eastern Commissioner Ray Weter said there will be additional costs for engineering.

Jami Wightman said the homeowners met with a contractor and he quoted the project for \$ 120,000 for three inches of hot mix without any sub grade work.

Presiding Commissioner Lou Lapaglia stated you don't want to put hot mix over a poor sub grade. The sub grade is the foundation of the road.

Spencer Jones said the areas where there is surface erosion have been there for six years. Spencer Jones cautioned the homeowners that you don't know what you have until you uncover the surface.

Jami Wightman said we won't be able to do the road by the county's standards.

Spencer Jones estimated the road construction and nothing else to be approximately \$ 225,000.00.

Jami Wightman said County can take care of the sub grade and the homeowners will take care of the pavement.

Eastern Commissioner Ray Weter reminded the attendees that the county could not expend funds on a private road and the road is indeed still a private road.

Presiding Commissioner Lou Lapaglia said there is no obstacle that cannot be worked around but the statute prohibits the county from spending money on a private road.

Spencer Jones suggested where the sub grade is not failing it would not have to be removed.

Western Commissioner Bill Barnett suggested doing a compression test to determine the condition of the sub grade.

Carson Elliff said there is a 25% margin for reserve fund and with the engineering and four inches of pavement he estimates the cost to run around \$ 375,000.00.

Presiding Commissioner Lou Lapaglia said the total cost per year for \$ 375,000 would be divided into 20 equal principal payments and multiplied by 4 percent for each property owner.

The homeowners , Spencer Jones, and the County Commission agreed to do a compression test on the road to determine how much sub grade work is needed.

Spencer Jones said he would do a compression test and to give estimates for hot mix and chip and seal based on the findings of the test.

Motion/Vote - 2:46 PM Kelly Hall-Recorder of Deeds
Bid Decision - Bid Decision-Plat Map Cabinet

The County Commission met with Recorder of Deeds Kelly Hall for a recommendation to award the Plat Map Cabinet to.

Recorder Kelly Hall recommended to the County Commission to award the Plat Cabinet bid to U.S. Records of Missouri for a total cost of \$ 7,481.00 installed. Ms. Hall said U.S. Records of Missouri bid was one thousand dollars higher than the other bid but they met the specifications of the bid, the other bidder did not. The bid stated the cabinet will be delivered and installed.

Presiding Commissioner Lou Lapaglia called for a motion to approve the bid proposal from US Records of Missouri for the cabinet for \$ 7,481.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 2:45 PM Todd Wiesehan-Planning & Development

Discussion - Right of Way-Olga Road Common I Road District

The meeting was attended by Commission Secretary Cheryl Mitchell and Todd Wiesehan Planning and Zoning Administrator.

The County Commission met with Todd Wiesehan Planning and Zoning Administrator to review the Right-of-Way Deed for Olga Road to transfer additional right-of-way easement on the north side of Olga Road to the Common 1 Road District. The Grantor's are Linda and Virgil Lansdown.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote -

- Emergency Motion to Approve Payment of \$ 2500 For County Remonumentation
Presiding Commissioner Lou Lapaglia called an emergency meeting to approve the County Surveyor to do the remonumentation of the County's four corner boundary's for \$ 2,500.00. Commissioner Lapaglia was advised by the County Surveyor that today is the last day to complete the remonumentation for the county for a total cost \$ 2,500.00. Commissioner Lapaglia said the Department of Agriculture will be pay the remaining \$ 2,500.00.

Presiding Commissioner Lou Lapaglia called for a motion to approve the payment of \$ 2,500.00 for the County Surveyor to measure and certify the county's boundary lines.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 3:00 AM Christian County Commission**Discussion - Pre Bid Meeting-Riverdowns West Subdivision**

The meeting was attended by Commission Secretary Julia Maples, Tony Murawski, Mel Eakins and Spencer Jones of Great River Associates, Mike Burris Sewer Operator, Robin Thomas, Lew Davis, Treasurer, Richard Eddie President of the Homeowners Association, Tim Shultz Central Power Systems, Matt Stallcup of Stallcup Excavation, Doug Stannage of Ridge Hill Contractors and Mr. Davis of Davis Structure and Development Corporation and Jared Wheaton of Schultz and Summers Engineering.

The County Commission met with Mel Eakins to host the pre-bid meeting for the Riverdowns West Subdivision treatment plant facility.

Mr. Eakins presented the pre-bid information and read the pre-bid agenda. Mr. Eakins said the bid opening will be held at 3:00 p.m. on Thursday, December 19, 2013 at the Commission Office.

Jared Wheaton the Schultz said the current construction permit just expired and a new permit will be issued to construct the facility.

There were several questions from the audience such as:

demolition of the existing plant, bad weather days allowed in the 90 day completion date, will the transformer need to be moved prior to construction, the total completion of the grounds cannot be finished until spring and what happens to the existing pads and drainage areas.

Jared Wheaton said they will discuss the questions and get back with the engineers. Mr. Wheaton said the contractor will be responsible to take out all the structure including concrete, gut the equipment, remove the waste water and do backfill.

Mel Eakins said we will clarify the definition of a weather day within the 90 day construction window.

Jared Wheaton said the existing plant operation will continue until the new plant is in operation before the existing plant is removed.

Spencer Jones asked if the funding been secured and is there anything that will hold up the process.

Mel Eakins said they will take all comments and questions from this meeting and prepare an addendum to address these comments and issue addenda as necessary.

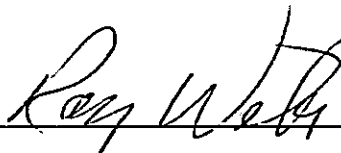
III. Adjournment

The meeting was closed at 4:00 PM

The scheduled agenda for Monday, December 2, 2013, was completed and the Commission adjourned and will reconvene Thursday, December 5, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett



Christian County Commission

October Term

~ Minutes ~

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.iqm2.com>

Wednesday, November 27, 2013

8:25 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:25 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	
Ray Weter	Eastern Commissioner	Present	
Bill Barnett	Western Commissioner	Absent	
Norma Ryan	Chief Deputy County Clerk	Present	
Julia Maples	Administrative Assistant	Present	

II. Agenda

Motion/Vote - 8:25 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Julia Maples, Auditor Sam Yarnell and Carson Elliff.

Commissioner Lapaglia requested a motion to approve the minutes for 11/4, 11/7, and 11/25 and Court Order #11-27-2013 to transfer

\$ 226,800.00 to the Sheriff's Department.

RESULT:	ADOPTED [UNANIMOUS]
AYES:	Lou Lapaglia, Ray Weter
ABSENT:	Bill Barnett

Motion/Vote - 8:30 AM Carson Elliff-Attorney

Discussion - Stonehollow Subdivision

The meeting was attended by Commission Secretary Julia Maples, Spencer Jones from Great River Engineering, Planning and Development Administrator Todd Wiesehan, John Hatch of Stonehollow subdivision and Elza Campbell Road Commissioner of the Selmore Special Road District.

The Commission met with Attorney Carson Elliff to discuss Stonehollow Subdivision.

Carson Elliff stated he understood that a meeting was held with Selmore Special Road District to discuss continued maintenance on Stonehollow Subdivision.

Elza Campbell said if the road was brought up to standard and re-leveled that they would take it over and maintain it.

Spencer Jones said he met with Darrell Mrotek and discussed some issues that might need to be addressed such as, an aggregate base initially, allow it to settle for the winter and at a later date for the final chip and seal. This is the road condition that the Selmore Special District made the decision to take the road.

Presiding Commissioner Lou Lapaglia said we can only go out for 1 bid on the Neighborhood Improvement District.

Carson Elliff said there's a way to have a temporary note for the financing and a total after the second bid.

Presiding Commissioner Lou Lapaglia asked if the subdivision was ok with the amount of about \$257,000.

Spencer Jones said it would go up to approximately \$300,000.

John Hatch said at \$300,000 they are beyond their financial limits.

Elza Campbell stated there are two whistles that need to be extended and some repairs.

Presiding Commissioner Lou Lapaglia commented that we don't know interest rates, attorney fees, and engineering fees.

Carson Elliff said we are on the edge or out of the project's financial feasibility.

Spencer Jones said the time factor adds some cost for the final layer.

Carson Elliff said before we do this we should meet with the homeowners.

John Hatch said they are paying \$10,000 each to right a wrong that they should not be responsible for.

Spencer Jones said the \$250,000 is the contractor's estimate until we bid it out and this is with the county grand fathering the chip and seal.

John Hatch said Darrell Mrotek was certain \$257,000 would do it and now they are adding more to the bid.

Elza Campbell said a couple of areas need to be dug out to keep from building up the surface.

Spencer Jones said bonding was not included, so a 10% contingency is not excessive. Mr. Jones said the up front estimate always goes up.

Eastern Commissioner Ray Weter asked if we could move forward with the NID and if the estimate is more than they anticipated what would happen?

Presiding Commissioner Lou Lapaglia said the alternative is send out the bid and if they come in over \$257,000 then it will go to the homeowners; if they deny it the NID is gone. Commissioner Lapaglia asked the homeowners do they want to bid or not.

John Hatch said the homeowners are not happy with the \$10,000 let alone having to come up with more.

Presiding Commissioner Lou Lapaglia said the Commission are proud of Selmore Special Road District for taking this on. Commissioner Lapaglia asked, before we proceed, do you want to talk to the homeowners.

John Hatch said they won't go any more so what will the county do for them?

Eastern Commissioner Ray Weter said what they have done is grandfather the chip and seal. The bottom line is we don't have the road deeded to the county. There is little we can do. The bond should not have been released.

Todd Wiesehan said it is not an obligation for the county to hold the bond.

Presiding Commissioner Lou Lapaglia asked if we are talking about doing the counties portion.

Elza Campbell said it is an 1/8th of mile and 30-40% is in Common 2 Road District 2 and 60% is in Selmore Special Road but all of it is in the NID it is just who maintains each portion. Selmore Special and Common 2 Road Districts have agreed to accept the chip and seal. There is nothing the county can do if it is private roads.

Todd Wiesehan said the intent is the road be brought up to county standards.

Spencer Jones said the bond money is to ensure a road is built so the homeowners will have access to the lots.

Presiding Commissioner Lou Lapaglia said if it is \$300,000.00, it will cost around \$600 a year per homeowner for the 20 years, if you could do it for \$300,000.

John Hatch asked if Darrell Mrotek will come off \$257,000 bid?

Spencer said Darrell Mrotek is being generous in his estimate but won't sign contract for a firm \$257,000 today.

John Hatch asked when the \$20,000 bond released was the road up to the county's standard?

The county has never been approached about taking the road over.

Eastern Commissioner Ray Weter commented that we are at the point of approving the NID or asking the homeowners to amended petition.

Elza Campbell said that Selmore Special Road District voted to maintain the roads and the minutes will be sent to the Commission.

Spencer Jones asked if you want to bid and hope it comes in below or do you start over if it comes in over what you can support. Spencer Jones will put together the bid package and if accepted he will get compensated.

John Hatch asked about the bond.

Spencer Jones said the bond has been addressed and Selmore Special would like one bid for the preliminary work and another bid for the chip and seal to be done in the spring.

Presiding Commissioner Lou Lapaglia asked and if they come in over the estimate will they go back to the homeowners.

Carson Elliff said they are over the way it is now.

Eastern Commissioner Ray Weter asked if we are at the point where we need to refer this back to the homeowners?

John Hatch was interested at the \$600 a year based on \$300,000. John Hatch said if he could go back to the homeowner and say it will cost \$60-\$70 a month they might approve a new petition.

Carson Elliff said he thinks it will be closer to \$350,000.

Eastern Commissioner Ray Weter said the homeowners will have to direct to the commission what they want to do.

Carson Elliff said he thinks they will have to go back for an amended petition, at \$350,000, that comes out to \$700 a year plus 5% interest which will be \$735.00 a year.

John Hatch said for \$62 a month we can get new roads.

Presiding Commissioner Lou Lapaglia asked Carson and Spencer are you comfortable with John presenting this figure of \$350,000, to the homeowners?

John Hatch thought the homeowners would be open to it.

Carson Elliff said we need to get the petition signed, plans and specs, public notice and go for bid, because we are moving in to the first of the year.

Eastern Commissioner Ray Weter asked at what point can they decide this is a bad idea.

Carson Elliff said right now if they don't sign the petition or if they get a bid they can't live with.

Presiding Commissioner Lou Lapaglia said they will talk to the people over the holiday and get back to Carson. Commissioner Lapaglia said the figure for \$375,000 to be safe, would be \$62.50. Commissioner Lapaglia asked John Hatch to speak with the homeowners and get back to Carson, the petition will need 2/3 or better to agree to \$375,000.

Motion/Vote - 9:30 AM Amy Fite-Prosecutor

Discussion - Donated Vehicle Discussion

The meeting was attended by Commission Secretary Julia Maples.

The Commission met with Prosecuting Attorney Amy Fite and J.J. Goulbourne regarding a donated vehicle.

Amy Fite said Mr Goulboure said the Ozark Police have offered to donate a vehicle they are taking out of commission to the Prosecutor's Office.

Amy Fite asked would the county be willing to take title to the vehicle if the sheriff will be responsible for maintenance and the Prosecutor be responsible for the gas. Ms. Fite said when J.J. gets the letter he will bring it to the Commission and then they will get the title and then it can be insured by the County Auditor. The county will absorb the car on the behalf of the Prosecuting Attorney.

Presiding Commissioner Lou Lapaglia requested a motion to accept the vehicle from the Ozark Police department and the car that JJ is currently driving will be taken out of service.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Lou Lapaglia, Presiding Commissioner
AYES:	Lou Lapaglia, Ray Weter
ABSENT:	Bill Barnett

Motion/Vote - Christian County Commission

Minutes & Financials Approval - Transfer of Funds for County Law Enforcement

The meeting was cancelled.

Motion/Vote - 10:45 AM Joey Kyle-Sheriff

Discussion - Vehicle Discussion

The meeting was attended by the Commission Secretary Julia Maples.

The Commission met with Sheriff Joey Kyle regarding vehicles. The sheriff would like to propose to trade a surplus military vehicle that they have with a value of \$3500 dollars for training with a value of \$7000. It is a training for a natural disaster. The training will be an 8 hour seminar and everything is provided for. The training will be free of cost to the other agencies. Lou entertained a motion to exchange 500511 title number 1993 AM General 2 and 1/2 ton to trade for \$7000 worth of training. Lou entertained another motion to extend the contract for auto work to Ozark Auto Group for one additional year ending April 26, 2014.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Lou Lapaglia, Presiding Commissioner
AYES:	Lou Lapaglia, Ray Weter
ABSENT:	Bill Barnett


Motion/Vote -

- Extend contract for Ozark Auto Group
The contract for auto work will extend for one additional year ending April 26, 2014.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Lou Lapaglia, Presiding Commissioner
AYES:	Lou Lapaglia, Ray Weter
ABSENT:	Bill Barnett

III. Adjournment

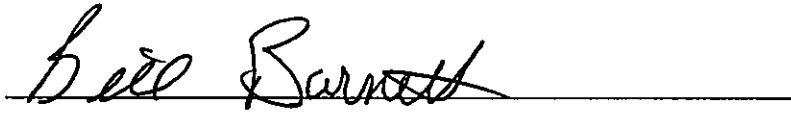
The meeting was closed at 10:55 AM
The scheduled agenda for Wednesday, November 27, 2013, was completed and the Commission adjourned and will reconvene Monday, December 2, 2013.



Presiding Commissioner Lou Lapaglia



Eastern Commissioner Ray Weter

A handwritten signature in cursive script that reads "Bill Barnett". The signature is written in black ink and is positioned above a horizontal line.

Western Commissioner Bill Barnett

CERTIFIED COURT ORDER # 11-27-2013-01

STATE OF MISSOURI

COUNTY OF CHRISTIAN } ss. October 2013 Term,

In the Christian County Commission of said County, on the 27th day of November 2013, the following, among other proceedings, were had, viz:

The Treasurer is hereby ordered to transfer in the amount of \$ 42,220.00 from County Revenue to the following:

COLE (Leaving a balance of \$ 0.00)

The Treasurer is hereby ordered to transfer in the amount of \$ 184,580.00 from Building Bond to the following:

COLE (Leaving a balance of \$ 193,420.00)

Lou Lapaglia
Lou Lapaglia, Presiding Commissioner

Bill Barnett, Western Commissioner

Ray Weter
Ray Weter, Eastern Commissioner

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Commission, at my office in Christian County this, the 27th day of November, 2013.

Kay Blount
Clerk of the Christian County Commission

Attachment: Court Order 11-27-2013-01 (1408 : Approve Minutes & Financials)



CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissione

Bill Barnett
Western Commissione

Ray Weter
Eastern Commissione

November 27, 2013

Mark Wolansky
Ozark Auto Group
2450 N. Biagio Street
Ozark, MO 65721

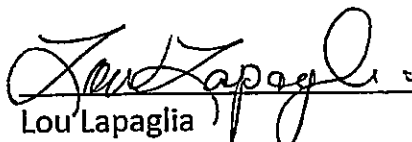
Dear Mr. Wolansky,


In April of 2012 the County awarded Ozark Auto Group the bid for our "Full Service Vendor" to purchase used vehicles with custom police packages, sell or trade older models for in kind service and demil county fleet vehicles. The service also included parts and same day service on engine transmission installs, body repair, and detailing. The bid option was to renew for two additional one year periods.

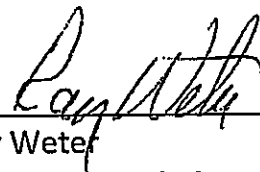
Therefore, we have voted today to award the contract to Ozark Auto Group for an additional year pending our receipt of a current copy of your certificate of liability insurance showing adequate coverage provisions.

Our contract will expire April 26, 2014, at which time the county will consider another one year option. We have enjoyed our working relationship and look forward to doing business with you again in 2014.

Sincerely,


Lou Lapaglia
Presiding Commissioner


Bill Barnett
Western Commissioner


Ray Weter
Eastern Commissioner

Attachment: Ozark Auto Group 2014 (1409 : Vehicle Discussion)



Christian County Commission

October Term

~ Minutes ~

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.iqm2.com>

Thursday, December 5, 2013

8:55 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:55 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:55 AM
Ray Weter	Eastern Commissioner	Present	8:55 AM
Bill Barnett	Western Commissioner	Present	8:55 AM
Kay Brown	County Clerk	Present	8:55 AM
Julia Maples	Administrative Assistant	Present	8:55 AM

II. Agenda

Motion/Vote - 8:55 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes

The meeting was attended by Commission Secretary Julia Maples and Major C.E. Wells.

The County Commission reviewed the minutes for December 2, 2013.

Presiding Commissioner Lou Lapaglia called for a motion to approve the minutes. There were no financials presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:00 AM Joey Kyle-Sheriff

Bid Decision - Bid Decision-Inmate Healthcare

The meeting was attended by Commission Secretary Julia Maples and Major C.E. Wells.

The County Commission met with Sheriff Kyle and Major C.E. Wells to make a decision for the inmate healthcare.

Presiding Commissioner Lou Lapaglia would like to post pone this decision due to concerns he has for the management of the inmate healthcare. Commissioner Lapaglia received a phone call from Davis Dental that some claims have not been paid for the inmates dental care. Commissioner Lapaglia had requested that Ms. Libby be at the

meeting but she did not attend. Commissioner Lapaglia does not want the County's credit rating to be effected by these unpaid bills.

Presiding Commissioner Lou Lapaglia called for a motion to postpone this decision to Thursday December 12 at 10:15 a.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:15 AM Joey Kyle-Sheriff

Discussion - Judicial Facility Key Discussion

The meeting was attended by Commission Secretary Julia Maples, Circuit Clerk Barb Stillings and Major C.E. Wells.

The County Commission met with Sheriff Kyle and Major C.E. Wells to discuss keys for the Justice Center.

Sheriff Kyle said a key was lost to the front door of the Justice Center and the cost to replace the keys and or change the locks is very expensive. Sheriff Kyle said that Circuit Judge Orr gave the responsibility of the keys to him. Sheriff Kyle said a new locking system has been installed for the exterior front doors and he would prefer having a minimal number of keys distributed for security purposes. Sheriff Kyle would prefer everyone use the side door to better secure the building.

Commission Secretary Julia Maples met with each of the department heads to determine the number of keys needed for the front door. Ms. Maples said 63 keys are needed.

Circuit Clerk Barb Stillings expressed her concerns that she wasn't notified of the change and she needs keys for her staff.

The Sheriff recommended the keys be numbered and assigned to each individual and that a master list for signatures be kept for key control. Sheriff Kyle requested that each department be in charge of selecting the individuals that will have a key and each designee sign for a numbered key.

Presiding Commissioner Lou Lapaglia said the county will pay for the numbering system. Commissioner Lapaglia asked Sheriff Kyle if he would go to every department head and get the list of names, number the keys and have each key holder sign the list.

Sheriff Kyle agreed to the terms.


Presiding Commissioner Lou Lapaglia called for a motion to have Sheriff Kyle contact each department head, determine the number of keys needed, number all the keys and have all designated key holders to sign off on the key list.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett


III. Adjournment

The meeting was closed at 9:40 AM

The scheduled agenda for Thursday, December 5, 2013, was completed and the Commission adjourned and will reconvene Monday, December 9, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.iqm2.com>

October Term

~ Minutes ~

Thursday, December 12, 2013

8:40 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:40 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:40 AM
Ray Weter	Eastern Commissioner	Present	8:40 AM
Bill Barnett	Western Commissioner	Present	8:40 AM
Kay Brown	County Clerk	Present	8:40 AM
Cheryl Mitchell	Assistant	Present	8:40 AM

II. Agenda

Motion/Vote - 8:40 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission reviewed and approved the minutes for November 14th, December 5th, 9th, 2013.

Presiding Commissioner Lou Lapaglia called for a motion to approve the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote -

- Approve the HIDA Grant 24 Month Lease

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission approved a 24 month lease agreement for an automobile with Enterprise Fleet Management for a total cost of \$ 29,995.12. The lease will be funded through the HIDA grant.

Presiding Commissioner Lou Lapaglia called for a motion to approve the lease agreement with Enterprise Fleet Management for \$ 29,995.12, to be funded through the HIDA grant.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

8:40 AM

- Prosecutor's Annual Report Meeting Postponed to 11:00 a.m. Today
The County Commission was contacted by the Prosecutor to report that her presence was required elsewhere and the meeting scheduled for 9:00 a.m. should be postponed until 11:00 a.m. today.

Motion/Vote - 8:45 AM Christian County Commission

Discussion - 2014 Mileage Rates

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission approved the 2014 mileage rate of \$ 0.56 per mile for reimbursement. The rate has decreased by .5 and will begin January 1, 2014.

Presiding Commissioner Lou Lapaglia called for a motion to approve the mileage rate of \$ 0.56 for 2014.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:30 AM Lara Fors-Greene County Prosecuting Attorneys Office

Contract - Child Support Enforcement Contract Update

The meeting was attended by Commission Secretary Cheryl Mitchell, Circuit Clerk Barb Stillings, and Assistant Prosecutor Attorney Kristen Tuohy.

The County Commission met with Lara Fors from the Greene County Child Support Enforcement to review the regional contract with Greene, Taney and Christian County for child support enforcement. Ms. Fors said the contract has changed from the previous year and will now be administered through the Missouri Office of Administration. The Office of Administration has drafted an agreement with the prosecutors as sub recipients and vendors. Ms. Fors said Greene County is the host county and will submit all expenses to the Missouri Office of Administration for reimbursement. Ms. Fors said the contract is not clear on the funding so a Memorandum of Understanding was written by the county prosecutors that outlines what percentage each county is responsible for. Christian County will bear nineteen percent of the cost. Ms. Fors said this is a three year contract that will begin January 1, 2014 and will extend through December 31, 2016. Ms. Fors said the contract has an exit

clause which allows the county to cancel within 60 days with written notice. Ms. Fors said Christian County and Greene County Prosecutors have signed off on the contract and the Memorandum of Understanding.

Eastern Commissioner Ray Weter asked if this agreement is a statewide change for every county that has a shared responsibility. What percentage of the non reimbursable expenses will Christian County be responsible for.

Lara Fors said Christian County would be nineteen percent responsible for any expenses incurred. Ms. Fors said she will perform the services with the funding she receives from the state and has been instructed by Greene County to stay within her budget. Lara Fors said all the counties have received the same contract and the percentage of the financial responsibility is listed for each county.

The memorandum and the contract has been reviewed and signed by Prosecuting Attorney Amy Fite, Circuit Clerk Barb Stillings, Presiding Commissioner Lou Lapaglia.

Presiding Commissioner Lo Lapaglia called for a motion to approve the contract and the Memorandum of Understanding for child support enforcement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 10:00 AM Joey Kyle-Sheriff

Bid Opening - Bid Opening Excess Vehicles

The meeting was attended by Commission Secretary Cheryl Mitchell, Ronny McHaffie and Jackie Howerton, Eddie Campbell, Sheriff Kyle and Captain C.E. Wells.

The County Commission opened bids for excess vehicles from the following parties:

1. Hardscapes and More, LLC from Ozark, Missouri

White Ford Crown Victoria \$ 130.00, Chevrolet Impala \$ 173.00, Teal Ford Crown Victoria \$103.00

2. Ronny McHaffie, Fordland, MO.

White Ford Crown Victoria 778.03, Chevrolet Impala 618.07, Teal Ford Crown Victoria 678.07

Ozark Body Works from Ozark

White Ford Crown Victoria \$ 1,351.00, Chevrolet Impala \$ 511.31, Teal Ford Crown Victoria \$ 601.00

The bids were awarded as follows:

Ozark Body Works was awarded the White Ford Crown Victoria based on the highest bid of \$ 1,351.00.

Ronny McHaffie was awarded the Chevrolet Impala and the Teal Ford Crown Victoria based on high bids of \$ 618.17 and \$ 678.07 respectively.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 10:15 AM Joey Kyle -Sheriff

Bid Decision - Bid Decision-Inmate Health Care

The meeting was attended by Commission Secretary Cheryl Mitchell, Captain Brian Gillman, Sheriff Kyle, Major Brian Cathey and Major C.E. Wells.

The County Commission met with Sheriff Kyle and Major C.E. Wells for a bid decision on the inmate healthcare.

Eastern Commissioner Ray Weter asked about the increase to 112 hours.

Sheriff Kyle said he requested the hours be raised to 112.

Libby Nichols said the healthcare staff is trained in the all the federal regulations and implications of the NCCHC and PRIA.

Presiding Commissioner Lou Lapaglia said he wants all bills incurred for medical care paid within thirty days.

Major Wells recommended the County Commission award the inmate healthcare to CO. Healthcare, LLC for \$ 259,236.24. Major Wells said they were the only company that met the requirements of the bid.

Sheriff Kyle said the County Commission does have the option of rejecting all bids and rebidding the inmate healthcare.

Presiding Commissioner Lou Lapaglia called for a motion to award the inmate healthcare to CO. Healthcare, LLC, for \$ 259,236.24 for 2014.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 11:00 AM Amy Fite-Prosecutor

Discussion - Annual Prosecutors Report

The 9:00 meeting that was rescheduled was attended by Commission Secretary Cheryl Mitchell, Rance Burger reporter for the Springfield News-Leader, Donna Osborn reporter of the Christian County Headliner News.

The County Commission met with Prosecuting Attorney Amy Fite for the Prosecutor's annual report.

Ms. Fite presented a copy of the annual report which begins in 2003 and goes through November 31, 2013. The report indicates the number of felonies, misdemeanors, infractions, court orders, jury trials, bench trials, bad checks and restitution collected, referrals, tax cases, search warrants issued and preliminary hearings.

Ms. Fite said Lacey Burk moved to the Victim Advocate position and assists Donovan Dobbs by collecting restitution on behalf of crime victims. The report shows the previous year of \$ 212,258.09 collected and this year the amount has increased by \$ 65,827.37, for a grand total collected of \$278,085.46.

Presiding Commissioner Lou Lapaglia noted an increase in the report of the number of crimes and asked what is causing the increase.

Prosecutor Amy Fite said as the county grows in population crime will also increase. Ms. Fite said there has been the greatest increase in dwi's, alcohol, drug abuse and stealing.

Western Commissioner Bill Barnett commended Amy Fite for her report that it was very thorough.

Eastern Commissioner Ray Weter said he likes the format of the annual report .

Presiding Commissioner Lou Lapaglia praised Prosecutor Amy Fite for her excellent work.

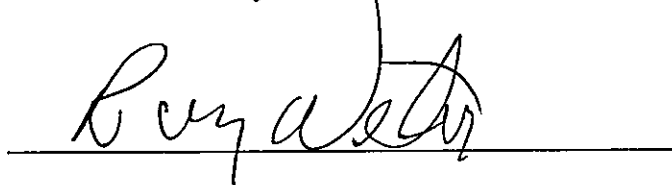
III. Adjournment

The meeting was closed at 11:30 AM

The scheduled agenda for Thursday December 12th, 2013, was completed and the Commission adjourned and will reconvene Monday, December 16th, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett



Open-End (Equity) Lease Rate Quote

Quote No: 246408!

Prepared For: Christian County Sheriff's Office
Cathey, Brian

Date 12/06/2013
AE/AM RBO

Unit #
Year 2013 Make Toyota Model 4Runner
Series SR5 4dr 4x4

Used Vehicle Starting Mileage 17000

Vehicle Order Type Used Term 24 State MO Customer# 392292

\$ 29,995.12	Capitalized Price of Vehicle ¹
\$ 2,074.72	* License and Certain Other Charges State <u>MO</u>
\$ 84.50	* Initial License Fee
\$ 0.00	Registration Fee
\$ 0.00	Other
\$ 0.00	Capitalized Price Reduction
\$ 0.00	* Tax on Capitalized Price Reduction
\$ 0.00	Gain Applied From Prior Unit
\$ 0.00	* Tax on Gain On Prior
\$ 0.00	* Security Deposit
\$ 0.00	Extended Service Contract

Order Information

Driver Name
Exterior Color
Interior Color
Lic. Plate Type Unknown
GVWR 0

\$ 29,995.12	Total Capitalized Amount (Delivered Price)
\$ 614.90	Depreciation Reserve @ <u>2.0500%</u>
\$ 138.63	Monthly Lease Charge (Based on Interest Rate - Subject to a Floor) ²
\$ 753.53	Total Monthly Rental Excluding Additional Services

Additional Fleet Management Master Policy Enrollment Fees

\$ 0.00	Commercial Automobile Liability Enrollment
	Liability Limit <u>\$0.00</u>
\$ 45.00	Physical Damage Management
\$ 0.00	Full Maintenance Program ³ Contract Miles <u>0</u>
	Incl: # Brake Sets (1 set = 1 Axle) <u>0</u>
\$ 45.00	Additional Services SubTotal

Comp/Coll Deductible	<u>1000 / 1000</u>
OverMileage Charge	<u>\$ 0.00</u> Per Mile
# Tires	<u>0</u>
Loaner Vehicle	Not Included

\$ 0.00	Use Tax <u>0.0000%</u>	State
\$ 798.53	Total Monthly Rental Including Additional Services	
\$ 15,237.52	Reduced Book Value at <u>24</u> Months	
\$ 400.00	Service Charge Due at Lease Termination	

Quote based on estimated annual mileage of 25,000
(Current market and vehicle conditions may also affect value of vehicle)
(Quote is Subject to Customer's Credit Approval)
Notes

Enterprise FM Trust will be the owner of the vehicle covered by this Quote. Enterprise FM Trust (not Enterprise Fleet Management) will be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle.

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle order, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement and agrees that Lessor shall have the right to collect damages in the event Lessee fails or refuses to accept delivery of the ordered vehicle. Lessee certifies that it intends that more than 50% of the use of the vehicle is to be in a trade or business of the Lessee.

LESSEE Christian County Sheriff's Office
BY Sant Capaglio TITLE PRESIDING COMMISSIONER DATE 12-17-13

* INDICATES ITEMS TO BE BILLED ON DELIVERY.
¹ Capitalized Price of Vehicle May be Adjusted to Reflect Final Manufacturer's Invoice. Lessee Hereby Assigns to Lessor any Manufacturer Rebates And/Or Manufacturer Incentives Intended for the Lessee, Which Rebates And/Or Incentives Have Been Used By Lessor to Reduce the Capitalized Price of the Vehicle.
² Monthly Lease Charge Will Be Adjusted to Reflect the Interest Rate on the Delivery Date (Subject to a Floor).
³ The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Attachment: 2013 Vehicle Lease Agreement (1423 : Approve Minutes & Financials)



CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commission

Bill Barnett
Western Commission

Ray Weter
Eastern Commission

December 12, 2013


To: Christian County Office Holders

Re: Mileage Rate for 2014

Dear Elected Officials and Office Administrators,

The Christian County Commission announces the mileage rate for 2014 will correspond with the approved I.R.S. rate. The amount will decrease .5% from the 2013 rate to 56 cents per mile, and will be effective January 1, 2014.

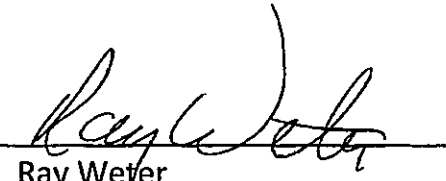
We ask that you continue to utilize county vehicles while traveling to training sessions or running errands. This practice will continue to save the county money. Thank you!



Lou Lapaglia
Presiding Commissioner



Bill Barnett
Western Commissioner



Ray Weter
Eastern Commissioner

Attachment: 2014 Mileage Rate (1424 : 2014 Mileage Rates)



CHRISTIAN COUNTY ANNUAL REPORT

ANNUAL REPORT

DECEMBER 1, 2012 THRU NOVEMBER 30, 2013

1. FILED CHARGES

CHARGES FILED FROM 12/1/2012 TO 11/30/2013	CHARGES FILED
FELONIES	900
MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS	4,050
TOTAL CHARGES FILED	4,950

¹All data is reported from case management system.

CHARGES FILED FROM 12/1/2011 TO 11/30/2012	CHARGES FILED
FELONIES	665
MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS	3,537
TOTAL CHARGES FILED	4,202

¹All data is reported from case management system.

CHARGES FILED FROM 12/1/2010 TO 11/30/2011	CHARGES FILED
FELONIES	696
MISDEMEANORS, INFRACTIONS, AND COUNTY ORDERS	3,502
TOTAL CHARGES FILED	4,198¹

¹The 4,198 charges filed resulted in 3,190 cases filed with the Circuit Court.

²All data is reported from case management system.

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

2. REFERRALS FROM LAW ENFORCEMENT

For the period from December 1, 2012 to November 30, 2013 this office was referred approximately 5,631 charges (excluding child support cases and merchant bad check cases) for review from law enforcement agencies. This represents approximately a 53.7% increase from 2011 and an 8.5% increase from 2012. For felony referrals it represents approximately a 20% increase from felony referrals in 2012 and over a 100% increase in the number of felony charges referred in 2011.

As you can see below between December 1, 2012 and November 30, 2013 this office issued approximately 4,950 charges. The Prosecutor's Office declined to issue approximately 405 misdemeanor charges and 177 felony charges for a total of 582 charges that were declined. It has 131 charges under review that have been reviewed and a prosecutor has requested and is waiting for additional information from law enforcement; ie. a lab report, supplemental reports, etc. Thus, between December 1, 2012 and November 30, 2013 this office reviewed approximately 5,663 charges. This represents a 11.5% increase from 2011 and an 8.5% increase from 2012 in number of cases reviewed.

12/1/12 to 11/30/13	MISDEMEANOR	FELONY	TOTAL
Charges Referred	4,512	1,119	5,631
Charges Under Review ¹	75	56	131
Charges Issued	4,050	900	4,950
Charges Refused	405	177	582
Charges Reviewed	4,530	1,133	5,663

¹ Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement.
² All data is from the case management system.

12/1/11 to 11/30/12	MISDEMEANOR	FELONY	TOTAL
Charges Referred	4,260	932	5,192
Charges Under Review ¹	84	86	170
Charges Issued	3,537	665	4,202
Charges Refused	669	181	850
Charges Reviewed	4,290	932	5,222

¹ Charges that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement.
² All data is from the case management system.

12/1/10 to 11/30/11	MISDEMEANOR	FELONY	TOTAL
Charges Referred	3,126	545	3,671
Cases Under Review ¹	29	84	113
Charges Issued	3,502	696	4,198
Charges Refused	517	253	770
Charges Reviewed	4,048 ⁴	1,033 ⁴	5,081

¹ Cases that a prosecutor has reviewed and that are on HOLD awaiting additional information from law enforcement.
² The number may be underreported because the Case Management System tracks cases under review by defendant instead of by charges.
³ All data is from the case management system.
⁴ The greater number reviewed versus charges referred is due to a backlog of referrals that existed as of January 1, 2011.

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

3. BREAKDOWN OF CRIMINAL CASES CLOSED BY THE OFFICE

12/1/12 to 11/30/13	FELONY	MISDEMEANORS	TOTAL
Guilty Pleas	590 counts	1,620 counts	2,210 Guilty Pleas
Jury Trials	5 felony jury trials (10 cts guilty; 2 cts guilty alternative ct) (6 cts guilty; 2 cts not guilty) (2 cts guilty; 1 ct not guilty) (2 cts guilty; 2 ct not guilty) (2 cts not guilty)	0 misd jury trials	5 Jury Trials (29 counts)
Bench Trials	3 felony bench trials 1 guilty 2 not guilty	13 misd bench trials (15 counts guilty) (6 counts not guilty)	16 bench trials (24 counts)
Other Dispositions ²	363	1,750	2,113
TOTALS	985	3,391	4,376

¹ All data is from the case management system.

² Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant now legal, etc.

³ Includes infractions, county orders and other non-felony dispositions.

12/1/11 to 11/30/12	FELONY	MISDEMEANORS	TOTAL
Guilty Pleas	317 counts	1,653 counts	1,970 Guilty Pleas
Jury Trials	4 Guilty (5 counts)	1 Guilty (2 counts)	5 Jury Trials (7 counts)
Bench Trials	0	11 Guilty (11 counts) 10 Not Guilty (12 counts)	21 Bench Trials (23 counts)
Other Dispositions ²	233	1,703	1,936
TOTALS	555	3,381	3,936

¹ All data is from the case management system.

² Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant now legal, etc.

³ Includes infractions, county orders and other non-felony dispositions.

12/1/10 to 11/30/11	FELONY	MISDEMEANORS	TOTAL
Guilty Pleas	299 counts	1,284 counts	1,583 Guilty Pleas
Jury Trials	1 Guilty (3 counts) 1 Not Guilty (2 counts)	2 guilty (2 count)	4 Jury Trials (7 counts)
Bench Trials	2 Guilty (2 counts) 1 Not Guilty (1 count) 1 Not Guilty by reason of mental disease or defect (4 counts)	10 Guilty (12 counts) 6 Not Guilty (6 counts)	20 Bench Trials (25 counts)
Other Dispositions ¹	289 counts	1,577 counts	1,866
TOTALS	600	2,881	3,481

¹ Includes dispositions such as dismissed per plea to another charge, successful completion of drug court, victim or witness unavailable, deferred prosecution agreement, and/or defendant legal, etc.

² Includes infractions and county orders.

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

4. BAD CHECKS AND RESTITUTION COLLECTED

A. BAD CHECKS

	# OF NEW COMPLAINTS	# OF CHECKS COLLECTED	FELONIES FILED	MISD FILED	MOPS FEES	P/A FEES	VIC FEES	CHECK AMT COLLECTED
2013	486	328	7	153	\$2,155.00	\$15,974.61	\$9,862.39	\$52,449.5
2012	477	319	37	115	\$1,917.51	\$14,604.43	\$9,921.40	\$75,937.2
2011	294	310	22	97	\$1,800.67	\$13,547.03	\$7,365.82	\$70,728.0
2010 ²	776	N/A	31	127	\$3,035.00	\$21,589.12	N/A	\$108,152.8
2009 ²	797	N/A	32	190	\$4,153.00	\$23,019.95	N/A	\$164,812.7
2008 ²	1,259	N/A	N/A	303 ¹	N/A	\$32,017.70	N/A	\$128,503.7
2007 ²	1,256	N/A	45	227	\$4,590.00	\$25,336.85	N/A	\$150,520.0
2006 ²	1,504	N/A	48	332	N/A	\$32,825.96	N/A	\$145,893.7
2005 ²	1,058	N/A	N/A	349 ¹	N/A	N/A	N/A	\$96,756.7
2004 ²	879	N/A	N/A	229 ¹	N/A	N/A	N/A	\$178,420.1
2003 ²	836	N/A	N/A	194 ¹	N/A	N/A	N/A	\$82,195.5

¹ Total charges filed. Misdemeanors and Felonies were not tracked separately.

² Information for 2003 to 2010 is from the corresponding annual report previously filed with the County Commission.

N/A: Information is not known.

B. RESTITUTION

AMOUNT OF RESTITUTION COLLECTED ON BEHALF OF CRIME VICTIMS	
12/1/2012 to 11/30/2013	\$278,085.46
12/1/2011 to 11/30/2012	\$212,258.09
12/1/2010 to 11/30/2011	\$211,899.93

Restitution is in addition to amount of bad checks collected. Amount from previous years was not previously reported on annual reports and due to changing to a more cost effective case management system for restitution the information from previous years is not readily available.

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

5. TAX CASES OPENED FOR 12/1/2012 TO 11/30/2013

TAX CASES	REFERRALS RECEIVED	PETITIONS FILED	AMOUNT COLLECTED
2013	127	20	\$268,362.63
2012	512	37	\$148,295.05

¹ Beginning in 2012 due to changes in legislation the method for referrals and method of collection changed.

TAX CASES	COMPLAINTS RECEIVED	PETITIONS FILED	AMOUNT COLLECTED
2011	283	9	\$115,992.64
2010 ¹	11	0	\$39,592.28
2009 ¹	278	0	\$86,389.97
2008 ¹	305	0	\$9,733.56
2007 ¹	253	0	\$25,806.91 ²
2006 ¹	335	0	\$25,806.91 ²
2005 ¹	226	2	\$32,624.13
2004 ¹	241	0	\$44,770.72
2003 ¹	147	5	\$23,129.56

¹ Years 2003 through 2010 are from the previous annual reports filed with the County Commission.

² The annual reports for 2006 and 2007 as submitted reflect the same amount collected for both years.

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

6. ADDITIONAL INFORMATION

SEARCH WARRANTS	Blood Draws	TOTAL
2013	36	117

¹All data is reported from case management system.

Preliminary Hearing	Counts Waived	Counts bound over	Counts not bound over	TOTAL FELONY COUNTS THROUGH PRELIMINARY HEARING
2013	423	40	8	471
2012	355	21	2	378
2011 ²	198	16	5	219

¹All data is reported from case management system.
²Due to modifications in event codes in the beginning of 2011 these numbers are likely under reported.

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

2013 Christian County Prosecuting Attorney Annual Report (RSMo §56.095)

7. CHILD SUPPORT UNIT

The following statistics are from the Springfield Regional Prosecutors' Child Support Office. In 2007, th Christian County and Taney County Prosecuting Attorney combined their child support enforcement with the Greene County Prosecuting Attorney in a regional office located in Springfield, Missouri.

12/31/2012 to 11/30/2013	
Referrals Received	130
Paternities Filed	19
UIFSA's Filed ¹	6
Contempt Motions Filed	17
Other ²	75
Felonies Filed	12
Misdemeanors Filed	53
¹ The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.	
² Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.	

12/31/2011 to 11/30/2012	
Referrals Received	189
Paternities Filed	23
UIFSA's Filed ¹	13
Contempt Motions Filed	18
Other ²	64
Felonies Filed	14
Misdemeanors Filed	67
¹ The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.	
² Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.	

12/31/2010 to 11/30/2011	
Referrals Received	225
Paternities Filed	12
UIFSA's Filed ¹	21
Contempt Motions Filed	24
Other ²	25
Felonies Filed	19
Misdemeanors Filed	37
¹ The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.	
² Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.	

12/31/2009 to 11/30/2010	
Referrals Received	202
Paternities Filed	32
UIFSA's Filed ¹	11
Contempt Motions Filed	31
Other ²	18
Felonies Filed	35
Misdemeanors Filed	10
¹ The Uniform Interstate Family Support Act allows states to work together in the collection of court-ordered child support.	
² Establishment, Motions to Intervene, Motions to Revoke, Registration of Foreign Judgment, Motions for Warrant, Etc.	

Attachment: 2013 Prosecutors Annual Report (1427 : Annual Prosecutors Report)

Contract For Services

Contract #: ER10214C018



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Title: IV-D County Reimbursement Cooperative Agreement
Contract Period:
January 1, 2014 through December 31, 2016

The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: **County of Christian**
Mailing Address: **110 W. Church St., Rm 206**
City, State Zip: **Ozark, MO 65721-6901**
State Vendor #: **44600047301**

County Level Designation: **Level C**

Multi-County Project Name (if applicable): **Springfield Project**

Contractor Contact Person Name and Title: _____

Contact Person E-Mail Address: _____



The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this agreement.

Barbara Barnett-Stilling 12-4-13
Authorized Signature for the Circuit Clerk Name & Title Date

Authorized Signature for the Prosecuting Attorney Name & Title Date

Authorized Signature for the County Commissioner/Executive Name & Title Date

Authorized Signature for the Department of Social Services Date

Contract For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Contract #: ER10214C018

Title: IV-D County Reimbursement Cooperative Agreement

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The Department of Social Services desires to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.

Contractor/County Information:

County Name: County of Christian
Mailing Address: 110 W. Church St., Rm 206
City, State Zip: Ozark, MO 65721-6901
State Vendor #: 44600047301

County Level Designation:	Level C
Multi-County Project Name (if applicable):	Springfield Project

Contractor Contact Person Name and Title: Lara B.W. Fors, 1st APA, Director

Contact Person E-Mail Address: Lara.W.Fors@dss.mo.gov; LFors@greenecountymd.org

The undersigned hereby agrees to provide the services and/or items, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding contract shall exist between the contractor and the Department of Social Services.

The authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 45 CFR 76) are not suspended or debarred by the federal government.

In witness thereof, the parties below hereby execute this agreement.

Authorized Signature for the Circuit Clerk	Name & Title	Date
<u>[Signature]</u>	<u>Amy J. Fife, Prosecuting Attorney</u>	<u>12-12-2013</u>
Authorized Signature for the Prosecuting Attorney	Name & Title	Date
<u>[Signature]</u>	<u>Lou Lapaglia, Presiding Com.</u>	<u>12-12-13</u>
Authorized Signature for the County Commissioner/Executive	Name & Title	Date
<u>[Signature]</u>		
Authorized Signature for the Department of Social Services	Date	
	<u>12-12-13</u>	

1 Introduction and Background Information

1.1 The Missouri Department of Social Services, Family Support Division (Department) hereby enters into this cooperative agreement with the County of Christian (hereinafter "County") by their respective office holders, including the Prosecuting Attorney, Circuit Clerk and Presiding Commissioner for the reimbursement of child support services.

- a. For the purpose of this cooperative agreement the term "contractor" shall refer to the "county"; and
- b. For the purpose of this cooperative agreement the term "contract" shall mean the same as "cooperative agreement".

1.2 The Department issues contracts for these services under the authority of an Expenditure Registration System (ER102) issued to the Department by the State of Office of Administration.

1.3 The mission of the Department of Social Services is to "maintain or improve the quality of life for Missouri citizens". The Family Support Division is responsible for maintaining and strengthening Missouri families, helping people achieve an appropriate level of self-support and self-care through needs based services.

1.4 The Department, under Title IV-D of the Social Security Act, and under section 454.400, RSMo, has been delegated the responsibility for the development and administration of a statewide program to establish and enforce support obligations owed to children receiving Temporary Assistance for Needy Families (TANF) benefits and to other persons, which obligations are established through the offices of the various Circuit Clerks within the State of Missouri.

1.5 The contract period shall be from January 1, 2014 through December 31, 2016.

2 General Performance Requirements

2.1 The contractor shall provide services to the Department, in accordance with the provisions and requirements stated herein.

2.2 Services reimbursed by the Department shall consist only of those services described herein, as authorized by the Department.

2.3 The contractor shall coordinate all contract activities with designated representatives of the Department.

2.4 **Correspondence:** Within five (5) days the contractor shall provide the Department with the name, address, e-mail address, and telephone number of the contractor's representative servicing the contract.

- a. The contractor understands that electronic mail (e-mail) will be used to transmit contract documents and other correspondence from the Department to the contractor and that any such emails containing information regarding specific cases will be encrypted. It shall be the responsibility of the contractor to ensure the timely review and response to e-mailed documents.

2.5 **Contractor's Personnel:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.

- a. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the contractor.
- b. The contractor shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies or any other duly appointed civil authority.

- c. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the contractor shall, prior to the performance of any services as a business entity under the contract:
- 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; and
 - 2) Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
 - 3) Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 2.6 **Subcontractors:** Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that:
- a. the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and
 - b. shall not henceforth be in such violation, and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 2.7 **Affidavit of Work Authorization and Documentation:** Pursuant to section 285.530, RSMo, if the contractor meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the contractor must affirm the contractor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The contractor shall complete applicable portions of **Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization**. The applicable portions of **Exhibit # 1** must be submitted prior to executing the contract.
- 2.8 **Debarment Certification:**
- 2.8.1 The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
 - 2.8.2 The contractor must complete and submit **Exhibit # 2, Certification Regarding Debarment**, prior to executing the contract.
- 2.9 **Subrecipient Determination and Requirements**
- 2.9.1 It has been determined that the contractor is a subrecipient as defined in Office of Management and Budget (OMB) Circular A-133, Section 210.

- a. The Department will provide the contractor with applicable federal funding source information including the federal granting agency, the Catalog of Federal Domestic Assistance (CFDA) number and grant name, award number and award year(s).
- 2.9.2 The contractor shall comply with all applicable terms and conditions of the funding grant.
- a. Additionally, the contractor shall comply, as applicable, with the applicable provisions of:
- 1) OMB A-133, Audits of States, Local Governments, and Non-profit Organizations;
 - 2) OMB A-122, Cost Principles for Non-Profit Organizations;
 - 3) OMB A-110, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations;
 - 4) OMB A-102 - Grants and Cooperative Agreements with State and Local Governments;
 - 5) OMB A-87, Cost Principles for State, Local and Indian Tribal Governments; and
 - 6) All other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor under the contract.
- b. In the event the contractor is a for-profit entity, the contractor shall also comply with the OMB Circulars applicable to Non-Profit Organizations.
- 2.9.3 The contractor shall not utilize federal funds, or any required matching funds, provided under this contract as matching funds for any other federal grant, unless specifically allowed under that grant.
- 2.9.4 Allowable Expenditures: The contractor shall ensure that all expenditures invoiced, claimed and/or reported are consistent with the requirements stated herein. Unless otherwise stated herein, the contractor shall invoice the Department based on actual, allowable costs incurred.
- a. All expenditures invoiced, claimed and/or reported by the contractor must satisfy the:
- 1) General provisions for allowable costs, as defined in the applicable OMB Circular; and
 - 2) Specific provisions for allowable costs, as defined in applicable Federal program rules.
- b. Submission of an invoice by the contractor shall constitute the contractor's certification that the items included on the invoice represent actual, allowable costs associated with performing the requirements of the contract.
- c. In the event the contractor utilizes employees that work solely on activities funded under the contract, the contractor may utilize employee payroll records to meet supporting documentation requirements.
- d. In the event the contractor utilizes employees that work on other activities in addition to activities funded under the contract, the contractor must maintain personnel activity reports that either:
- 1) reflect the cost distribution of the actual activity reimbursable under the contract for each employee, account for the total amount of compensation for each employee, and are prepared on at least a monthly basis, coinciding with one or more pay periods; or
 - 2) are supported by a statistical sampling system or other substitute system. In the event the contractor utilizes a statistical sampling system or other substitute system, the contractor shall submit a detailed description of the allocation methodology for the prior approval of the Department. Any changes to the approved methodology implemented are subject to the prior approval of the Department.
- e. Materials acquired, consumed or expended may only be invoiced by the contractor if such expenditure is:
- 1) for a benefit specific to the purposes and requirements under the contract; or
 - 2) a cost chargeable or assigned in part for the purposes authorized under the contract, in accordance with relative benefits received. In the event materials acquired, consumed or expended are allocable, the contractor shall submit a detailed description of the allocation methodology utilized to assign those costs in accordance with the relative benefits received, for the prior approval of the

- Department. Any changes to the approved methodology implemented are subject to the prior approval of the Department.
- f. In the event indirect costs are included as part of the cost reimbursement under the contract, such indirect costs must be approved in either a Federal or State Approved Indirect Cost Negotiation Agreement.
- 1) The contractor shall submit its current Approved Indirect Cost Negotiation Agreement to the Department prior to invoicing for indirect costs.
 - 2) In the event the contractor's approved federal or state indirect rates change, the contractor shall submit an updated Federal or State Approved Indirect Cost Negotiation Agreement to the Department prior to invoicing for revised/updated indirect costs.
 - 3) The Department has a policy governing maximum indirect rates allowable under Department contracts and therefore reserves that right to limit the indirect rate reimbursable to the contractor in accordance with such policy.
- g. The contractor must have the prior, written approval of the Department for any automated data processing costs in excess of \$1,000,000. The contractor shall also comply with the applicable provisions of 45 CFR Part 95, Subpart F, for any such costs.
- 2.9.5 The contractor shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the funding grant and allows required federal financial reports to be easily prepared.
- 2.9.6 The contractor shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for Federal Financial participation claimed by the Department on behalf of the contractor.
- a. The contractor shall return any funds disallowed within six (6) months, either to the Department or directly to the applicable federal agency, as instructed by the Department.
- 2.9.7 Audit Requirements: If required pursuant to OMB Circular A-133, the contractor shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act Amendments of 1996 and OMB Circular A-133, including subsequent amendments or revisions.
- a. In accordance with the provisions of OMB Circular A-133, as revised, the contractor shall consider all sources of federal awards, including federal resources received from the Department, in determining the federal awards expended in its fiscal year.
 - b. In the event the contractor is required to complete an audit pursuant to OMB Circular A-133, the contractor shall submit a copy of the final audit report in accordance with the requirements of OMB Circular A-133, to the Department at:

Department of Social Services
Division of Finance and Administrative Services
Attn: A133
P.O. Box 1082
Jefferson City, MO 65102
- c. The contractor shall make all reports prepared in accordance with the requirements of OMB Circular A-133 available for inspection by representatives of the Department during normal business hours.
 - d. The contractor shall provide the Department, in a timely manner, with access to any independent auditors' reports that present instances of noncompliance with federal laws and regulations that bear directly on the performance or administration of this contract. In cases of such noncompliance, contractor will provide copies of responses to auditors' reports and a plan for corrective action(s).
- 1) The contractor shall cooperate with the Department in resolving questions that the Department may have concerning the auditors' report and plans for corrective action(s).

e. Unless otherwise required herein, the contractor shall keep, for a period of five (5) years following the termination or expiration of the contract, or until all litigation, claims or audit findings have been resolved and final action is taken, such records as may be reasonably necessary to facilitate an effective audit.

- 2.9.8 **Transparency Reporting:** In order to assist the Department in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the contractor must fully complete and submit Exhibit # 3, Federal Funding Accountability and Transparency Act (FFATA) Data Form, to the Department prior to the award of the contract.
- a. The contractor should register in the federal government System for Award Management (SAM) available at www.sam.gov, to record information about the contractor's organization, including executive compensation data. SAM is a secure, single repository of data and the contractor should only need to register once and renew annually thereafter and update information as necessary.

3 Specific Performance Requirements

3.1 **General Program Requirements**

- 3.1.1 Pursuant to 13 CSR 30-2.010, and for the purpose of this contract, the following definitions shall apply:
- a. Level A County - A county which is designated to have sole responsibility for the entire operation of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- b. Level B County - A county in which the prosecuting attorney is designated to have sole responsibility for a specific portion of the IV-D program in that county and also performs specific legal functions on cases referred to them by the Department.
- c. Level C County - A county in which the Department is designated to have sole responsibility for the entire operation of the IV-D program, in that the contractor performs specific legal functions on cases referred to them by the Department.
- d. Multi-County Project - A designated group of Level C counties that have individually entered into a contract with the Department, and have agreed to expand their local resources for the purpose of establishing, enforcing and collecting child support obligations.
- e. Referral or Referred Cases - Any child support case under the state IV-D program sent to the Prosecuting Attorney by the Department for a requested action, and shall include all cases requiring legal referral for "requested action" pursuant to the Department's Missouri Child Support Procedural Manual. (<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>)
- 3.1.2 Pursuant to 13 CSR 30-2.010, the Department has identified the contractor's County Level designation(s) on the signature page of the contract. The contractor shall provide services for each IV-D case in accordance with the requirements stated herein, including any additional requirements specified in Attachment A (IV-D County Additional Requirements), as applicable.
- 3.1.3 The Department is vested with the sole ownership, control and authority of the IV-D program in Missouri. The policies and procedures adopted by the Department shall be controlling for all IV-D activities and purposes to be performed by the contractor.
- a. The Department policies and procedures can be located at: <http://10.60.16.82/fsd/programs/cse/index.htm#policy>
- 3.1.4 No provisions of this contract shall be construed to alter the statutory, constitutional or common law powers and duties of the Prosecuting Attorney, including but not limited to, the power to use his/her discretion in determining the course of action to be taken in a case.
- 3.1.5 The contractor shall maintain records as required by the Department and federal regulations, including 45 CFR 302.15 and 45 CFR part 74.

- 3.1.6 The contractor shall not subcontract with any other business, organization, or governmental body to perform any or all portions of the requirements stated herein without the prior written approval of the Department.
- 3.1.7 All outside child support inquiries, with the exception of inquiries made by custodial or non custodial parents on their own cases, (e.g. media, legislator, vendor, and other governmental agencies) made to the contractor regarding the statewide child support program, its policies, procedures or performance shall be forwarded to the Department for response.
- a. In the event the Department must formally respond to an inquiry, at the request of the Department, the contractor must within five (5) business days draft a response or provide all necessary case information in order for the Department to respond.
 - b. When requested by the Department, the contractor shall provide a written response to outside inquiries, and must provide the Department a copy within five (5) business days of the request.
- 3.1.8 The contractor may respond appropriately to all media and/or legislative inquiries made to the contractor regarding the contractor's program and any case within said program. The contractor shall provide notice of a contractor program inquiry and its response immediately to the Department.
- 3.1.9 The contractor shall notify the Department by e-mail of the following personnel changes: within ten (10) calendar days, the names and e-mail addresses of all new personnel; and within three (3) business days of personnel departures.
- 3.1.10 The contractor shall utilize the Department's Microsoft Outlook system for electronic mail (e-mail) for contract documents and other correspondence related to the contract.
- 3.2 **Prosecuting Attorney's (PA) Office Responsibilities**
- 3.2.1 The PA must take action pursuant to Chapters 210, 452, and 454 RSMo and within the time frames specified in 13 CSR 30-2.010 on all cases referred to them from the Department. Case action shall include, but is not limited to:
- a. filing a co-respondent petition when the custodial parent fails to cooperate in paternity action;
 - b. pursuing arrears due the Department, with or without the custodial parent's cooperation; and
 - c. pursuing all enforcement referrals either criminally or civilly.
- 3.2.2 The PA shall meet stricter time requirements than those specified herein upon notification by the Department of any change(s) in federal law or regulation requiring the stricter time frames.
- 3.2.3 The PA shall be responsible for all direct communication with the custodial parent, non-custodial parent, and, if ethically appropriate based upon the rules bound by the Missouri Bar, the attorney(s) on all active referrals.
- 3.2.4 The PA shall use the Department's Missouri Automated Child Support System (MACSS) to:
- a. accept referrals from the Department;
 - b. record all IV-D activities;
 - c. comply with the requirements of 13 CSR 30-2.010;
 - d. document the reason for return or rejection of any referral for any reason upon closing and returning the referral; and
 - e. enter such information as is required for the state case registry pursuant to section 454.412 RSMo.
- 3.2.5 The PA's personnel shall attend all training courses identified mandatory training by the Department.
- 3.2.6 The PA must retain and monitor all referrals accepted, for enforcement of existing orders, for a period of not less than three (3) months after initial judicial action is completed in cases where the obligor has complied with the court's order for three (3) consecutive months.

- a. Referrals must be retained and monitored for a period of not less than six (6) months after initial judicial action is completed for all other cases to ensure compliance with the court's order or other agreement entered into between the contractor and obligor.
- b. Referrals may be ended and returned in cases where it is known that the obligor cannot make payments as ordered due to incarceration, disability, or in cases that are dismissed by the court.
- 3.2.7 The PA shall return referrals to the Department only when there is lack of jurisdiction, a conflict of interest exists, no reasonable legal remedy is available, the referral packet is incomplete and the Department fails to provide necessary information requested by the contractor within fourteen (14) calendar days, or in other extenuating circumstances upon mutual agreement between the Department and the contractor.
- a. Referrals must be returned within fifteen (15) calendar days of request of the Department.
- 3.2.8 The PA shall have the same authority as referenced in the child support policy procedural manual as Department personnel to forgive or reduce unreimbursed assistance paid by the Department prior to the entry of an order for child support. The contractor shall not have the authority to forgive or reduce post-judgment principal or arrearages assigned to the Department, or judgments or arrearages due to the family.
- 3.2.9 The PA shall petition for a judgment against the non-custodial parent in all actions that include declaration of paternity for the cost of genetic testing paid directly or indirectly by the Department. Judgments for genetic testing must reflect that payment is made to:
- FSD Genetic Testing Unit
P.O. Box 2320
Jefferson City MO 65102
- 3.2.10 Pursuant to the Supreme Court Rule 88.01, the PA shall apply the child support guidelines in all cases referred by the Department to establish a support obligation. Any deviation from the required MO Form 14, Child Support Calculation Worksheet, must be noted in the child support order; in MACSS; and the information must be forwarded to the Department's office currently designated in MACSS.
- a. The MO Form 14 can be found at:
<http://www.courts.mo.gov/courts/ClerkHandbooksP2RulesOnly.nsf/c0c6ffa99df4993f86256ba50057dcb8/238f8cbb7556e91186256ca6005213c4?OpenDocument#Untitled%20Section>.
- 3.2.11 The PA shall review its "Referral Checklist" at least once per year by December 31st on the Department's intranet site (<http://10.60.16.82/fsd/training/CSE/PA/LegalReferralReq/index.htm>). Any and all changes that need to be made shall be coordinated through the Department's Prosecuting Attorney MACSS Liaison.
- 3.2.12 The PA shall not represent any interested party other than the Department in any matter referred to the contractor.
- 3.2.13 Pursuant to section 568.040 RSMo, the contractor shall report to the Department on a quarterly basis (April 15th, July 15th, October 15th, and January 15th) the number of charges filed and convictions obtained. The PA must submit the report in the format and manner specified by the Department.
- a. For purposes of this cooperative agreement, the term "conviction" is defined as a guilty plea or a conviction.
- 3.3 **Circuit Clerk (Clerk) Responsibilities**
- 3.3.1 The Clerk shall utilize MACSS:
- a. to the extent required by Chapters 452 and 454 RSMo, on all child support and/or spousal support cases; and
- b. pursuant to section 454.412 RSMo, to enter such information as is required for the state case registry.

- 3.3.2 The Clerk shall provide the Missouri Department of Health and Senior Services, Bureau of Vital Records, with certified copies of all orders establishing paternity in accordance with section 454.485 RSMo within ten (10) business days of the filing date of the order.
- 3.3.3 The Clerk shall comply with 45 CFR 304.50 for the treatment of program income in such a manner that the Department meets its state plan requirements for the federal Office of Child Support Enforcement (OCSE).
- 3.3.4 The Clerk shall not charge any fees to the Department, or any attorney bringing action pursuant to a referral by the Department, for requests of copies, filing of any action or document necessary to establish paternity, or to establish, modify or enforce a child support obligation. (§454.445 RSMo) All requests must be completed within ten (10) calendar days.
- 3.4 **Department Responsibilities:**
- 3.4.1 The Department will refer appropriate IV-D cases to the contractor for establishment, enforcement, modification or outgoing cases pursuant to the Uniform Interstate Family Support Act (UIFSA).
- 3.4.2 The Department will review MACSS and www.courts.mo.gov/casenet for case information before making a status inquiry to the contractor.
- 3.4.3 Pursuant to section 454.440 RSMo, the Department will provide federal and state parent locator services to the contractor.
- 3.4.4 Upon filing with the Secretary of State, the Department will notify the contractor of any proposed rule or regulation impacting the child support enforcement program, pursuant to section 454.400 RSMo.
- 3.4.5 The Department, with the assistance of the state's Information Technology Services Division (ITSD), will provide the following services:
- a. Installation and problem resolution assistance for personal communication software;
 - b. Problem resolution assistance for MACSS-related printing problems;
 - c. Problem resolution assistance for Outlook e-mail as it relates to communication with the Department on child support activities; and
 - d. Microsoft Office application assistance related to child support business.
- 3.4.6 The Department, with the assistance of ITSD, will provide user ID's and passwords for the contractor's staff, assigned to carry out the requirements stated herein, within five (5) business days of receipt of the request. Request must be submitted through the Department's online security access unit.
- 3.4.7 The Department will notify the contractor, or their designee the following information:
- a. Key personnel changes at the Department;
 - b. Statewide statistical data;
 - c. Annual federal audit compliance reports;
 - d. MACSS changes;
 - e. Policy(s) issued; and
 - f. All program-related information distributed to Department supervisors or managers.
- 3.5 **Fiscal Requirements**
- 3.5.1 The contractor shall appropriate a sufficient amount of funds in accordance with the performance standards required pursuant to 13 CSR 30-2.010.
- 3.5.2 The contractor shall ensure that the only federal funds certified for use under this contract are federal revenue sharing funds available for this purpose.
- 3.5.3 Beginning with the calendar year 2015 and every odd year thereafter, the contractor may submit a cost allocation plan, which includes a proposed indirect cost rate, no later than six (6) months before year end.
- 3.5.4 Pursuant to 13 CSR 30-9.010(4), the contractor shall submit an annual budget request on or before July 1st of each year to the Department for approval. Annual electronic budget forms and formula calculations will

be provided to the contractor no later than May 1st each contract period. The contractor shall utilize the new annual budget form in preparation of the annual budget.

- a. The contractor shall have fifteen (15) calendar days to provide comments on the proposed formula calculations.
- b. The contractor shall send any comments to their representative at Missouri Office of Prosecution Services (MOPS) and/or Missouri Association of Prosecuting Attorneys (MAPA) and shall immediately send a copy of the comments to the Department's County Reimbursement Manager. The MOPS and/or MAPA representative shall have an opportunity to discuss the final formula calculations with the Department before final application of the formula is made to the budgets of the counties.
- c. Pursuant to Department Policy 4-100, the contractor's administrative fee (i.e. indirect costs) may not exceed eight percent (8%) of total contract amount. (<http://dssweb/dpl/adman/POLICIES/4-100.pdf>).
- d. The annual budget request must be submitted via e-mail to the Department's County Reimbursement Manager.

3.5.5 Pursuant to section 454.405 RSMo, the contractor shall furnish office space and other administrative requirements. The contractor must receive prior written approval from the Department for any office space leased from the private sector. Space obtained from the private sector shall be acquired in accordance with sections 105.454, and 50.660 RSMo, and 13 CSR 40-3.010(5)(A).

3.5.6 The contractor shall receive prior written approval from the Department for purchases of equipment with an initial cost of twenty-five hundred dollars (\$2,500) or more which are necessary for fulfillment of the contract requirements in accordance with 13 CSR 40-3.010.

3.5.7 Pursuant to 13 CSR 40-3.010, the contractor shall receive prior written approval from the Department for out-of-state travel for performance of reimbursable child support activities, and shall abide by the same expenditure reimbursement limitations as the Department imposes on its personnel.

3.5.8 The contractor may request reimbursement for in-state trainings that are determined to be sufficiently program-related. Approved reimbursement will be paid at the current Federal Financial Participation (FFP) rate.

3.5.9 Allowable costs for travel and per diem will be reimbursed at rates as defined by State of Missouri Travel Regulations <http://www.oa.mo.gov/acct/>.

3.6 **Audits:**

3.6.1 The Department reserves the right to complete audits to determine the reliability of data provided by the contractor for data used to compute federal IV-D performance measures and other performance measures outlined in this contract.

3.6.2 The audits may include, but are not limited to, on-site audits of hardcopy or electronic case records and data entered into MACSS.

3.6.3 The contractor shall maintain individual case records adequate to permit evaluation of the progress of each case. Such case records shall be in accordance with 45 CFR 302.15 and 303.2 and shall include, at a minimum, the following:

- a. Original referral documentation
- b. Record of all contacts with parties to the action; and
- c. Record of all legal action.

3.6.4 The contractor shall provide, to the Department, copies of all notices and reports as described herein of any audit performed by another entity to the following address:

Department of Social Services, Family Support Division
County Reimbursement Unit
615 East 13th Street, Room 204-2
Kansas City, MO 64106

- 3.6.5 The Department may conduct annual financial audits to determine whether funds received by the contractor were used in accordance with the requirements stated herein, state law and federal regulations governing authorized IV-D expenditures.
- 3.6.6 The contractor shall make available all appropriate financial records to the authorizing representatives conducting the inspection and audit.
- 3.6.7 Reimbursements to the contractor shall, in all cases, be subject to an adjustment after a financial audit as follows:
- If the Department reimbursed the contractor in a previous budget year an amount greater than allowed, then the Department may reduce the contractor's budget in the following budget year after providing thirty (30) days written notice to the contractor of its intent to do so.
 - A reduction to the contractor's budget as a result of an adjustment pursuant to an audit finding shall be treated as a one-time reduction and not an automatic permanent reduction of the contractor's budget for future budget amount projections.
 - The contractor shall submit a written reimbursement request and statement of explanation, when requesting an amount in excess of the approved budget amount. The Department must provide a written determination to the contractor within thirty (30) days of receipt of the statement of explanation.
- 3.7 **Monitoring and Compliance:**
- 3.7.1 The Department reserves the right to monitor the contract throughout the effective period of the contract to ensure financial and contractual compliance. If the Department determines the contractor to be at high-risk for non-compliance, the Department shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed. The special conditions or restrictions may include, but are not limited to, those conditions specified below:
- Requiring additional, more detailed financial reports or other documentation;
 - Additional contract monitoring;
 - Requiring the contractor to obtain technical or management assistance; and/or
 - Establishing additional prior approvals from the department.
- 3.7.2 The contractor's performance will be measured in accordance to 13 CSR 30-2.010 for cases referred from the Department for legal action to be taken. Compliance reviews shall be conducted solely on the case information contained in MACSS.
- 3.7.3 **Prosecuting Attorney Compliance:** Pursuant to 13 CSR 30-2.010, the Department will take the following actions should the Prosecuting Attorney fail to comply with the performance requirements as stated herein:
- The Department will send written notice to the Prosecuting Attorney identifying non-compliance with policies and procedures, requirements, or regulations for the safeguarding of federal tax information, performance measures, data reliability or program compliance audits.
 - The Prosecuting Attorney must submit, within thirty (30) calendar days, a written corrective action plan to the Department for approval. The corrective action plan must contain specific actions and timeframes to bring the Prosecuting Attorney back into compliance.
 - The Department reserves the right to terminate the contract should the Prosecuting Attorney fail to submit and implement an approved corrective action plan or fail to achieve compliance with the terms and conditions stated herein.
 - The Prosecuting Attorney shall attend necessary and required training when determined to be non-compliant with program performance standards.

3.8 **Federal Tax Information:**

3.8.1 The contractor shall comply with the federal tax information requirements stated in the Assurance of Safeguarding IRS/SSA Restrictions/Penalties (Exhibit # 4) document attached hereto. In addition, the contractor shall:

- a. require all new hire and tenured personnel to certify and complete the Department's security policy and IRS penalties for unauthorized disclosure of federal tax information. The training can be located at: (<http://10.60.16.57//DisclosureForm/>);
- b. complete and print the electronic *Internal Inspections Report* annually ([http://10.60.16.57/InspectionReport/\(\\$155vjui35i14vsdm54apjma\)/default.aspx](http://10.60.16.57/InspectionReport/($155vjui35i14vsdm54apjma)/default.aspx)) and retain for five (5) years;
- c. not send or receive any federal tax information by electronic mail (e-mail) or facsimile;
- d. not disclose or release any form of protected federal tax information to any attorney representing a non-custodial parent in the referred case under the contractor's control;
- e. provide a visitor access log that must not contain personal identification information (i.e. social security number, case number, or other personal identifying information) that may be viewable by other visitors; provide all visitors with visitor badges; and all visitors must be accompanied by contractor personnel at all times;
- f. only provide key/combination locks to authorized personnel that have a need to access federal tax information; maintain key/combination accountability records; change key/combination locks when authorized personnel changes occur or at a minimum annually; and
- g. immediately report an unauthorized inspection or disclosure of federal tax information via e-mail or hardcopy, including breaches and security incidents, to the compliance coordinator or designee. Currently the compliance coordinator can be contacted at gary.h.hinzpeter@dss.mo.gov.

4 General Contractual Requirements

4.1 General:

4.1.1 The contract shall consist of any and all of the following documents, as applicable:

- a. an original contract document; and
- b. any subsequent amendments to the contract.

4.1.2 This contract shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided to clients of the Department by the contractor.

- a. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.

4.1.3 The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract.

4.1.4 The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.

4.1.5 This contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular supplies and/or services purchased or procured by the contractor in the fulfillment of the contract.

4.1.6 The contractor certifies that the contractor and each of its principals (owners, director and others as defined by 45 CFR Part 76) are not suspended or debarred from contracting with the federal government.

- a. In the event the contractor or any of its principals become suspended or debarred during the contract period, the contractor shall immediately send written notification to the Department.
- b. Suspension or debarment of the contractor, or failure by the contractor to provide written notification of suspension or debarment to the Department, may result in immediate termination of the contract.

4.1.7 The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Department.

4.2 Amendment, Termination and Renewal:

4.2.1 The contract shall not bind, nor purport to bind, the Department for any commitment in excess of the original contract period.

4.2.2 Funding for the contract must be appropriated by the Missouri General Assembly for each fiscal year included within the contract period. Therefore, the contract shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.

- a. The Department reserves the right to terminate the contract, without penalty or termination costs, if such funds are not appropriated or available.
- b. In the event funds are not appropriated or available for the contract, the contractor shall not prohibit or limit the Department's right to pursue alternate contracts, as necessary, to conduct state governmental affairs.
- c. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the contract.

- 4.2.3 Any change, whether by modification and/or supplementation, shall be accomplished by a formal, written contract amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the contract shall not be enforceable.
- 4.2.4 The Department shall have the right, at its sole option, to renew the contract by written notice to the contractor. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original contract and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.5 The contract may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party at its principal address. The termination shall be effective sixty (60) days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its cases before the end of the sixty (60)-day period, if applicable.
- 4.2.6 Breach: The Department may terminate the contract for breach of contract by providing the contractor with written notice of termination.
- The termination shall become effective on the date specified in the notice.
 - At its sole discretion, the Department may give the contractor an opportunity to cure the breach.
 - The Department shall not be required to pay for services rendered or goods provided after the effective date of the termination of the contract.
- 4.2.7 Any written notice to the contractor shall be deemed sufficient when deposited in the United States Postal Service mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the contractor or the contractor's principal place of business.
- 4.2.8 In the event of termination all case records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the contractor as a direct requirement specified in the contract shall become the property of the Department.
- Upon termination of the contract, the contractor shall maintain, store, transfer, dispose and provide for the authorized release of all case records, documentation, data, reports, supplies, equipment and accomplishments developed by the contractor as a requirement of the contract, as directed by the Department. The contractor shall not destroy or dispose of any such information without prior, written permission of the Department.
 - Upon termination of the contract the Department shall have access to all case records pertaining to the performance of the contract and, as requested by the Department, the contractor shall make available to the Department all case records and documents prepared or developed as a result of the contract.
- 4.2.9 Transition of Services: Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
- The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
 - The contractor shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.
 - The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

4.3 **Subcontracting:**

- 4.3.1 The contractor may subcontract for the services/products required herein only with prior written approval from the Department.
- 4.3.2 The utilization of a sub-contractor shall in no way relieve the contractor of the responsibility for providing the services required herein.
- 4.3.3 Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and contractual obligations, including all requirements of the contract's General Contractual Requirements, that are necessary to ensure the successful fulfillment of all obligations under the contract that are performed by a subcontractor.
- 4.3.4 Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against any and all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the contract between the Department and the contractor.
- 4.3.5 The contractor shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

4.4 **Conflict of Interest:**

- 4.4.1 The contractor certifies that the contractor has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which would create such a conflict.
 - a. In the event the contractor becomes aware of any circumstances that may create a conflict of interest the contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
 - b. The contractor shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
 - c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 - 1) exercising any or all of the Department's rights and remedies under the contract, up to and including terminating the contract with or without cause; or
 - 2) directing the contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 - 3) taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.
- 4.4.2 In accordance with state and federal laws and regulations, state executive order or regulations, the contractor certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. The contractor further agrees that no person having such interest shall be employed or conveyed an interest, directly or indirectly, in the contract.
- 4.4.3 The contractor certifies that:
 - a. no State of Missouri employee assisted the contractor in obtaining this contract or will participate in the performance of this contract if such involvement constitutes a conflict of interest;

- b. no State of Missouri employee shall be compensated under this contract for duties performed in the course of his/her state employment; and
 - c. before any State of Missouri employee may be involved in the performance of this contract written approval shall be obtained from the director of the Department.
- 4.4.4 In the event the contractor is a not-for-profit agency, contractor board members must abstain from voting on any funding proposal relating to this contract, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.
- 4.4.5 No monies provided by the Department under this contract shall be used to promote or further nepotism.
- 4.4.6 The contractor shall represent itself as an independent contractor offering such services to the general public and shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.
- 4.5 **Business Compliance:**
- 4.5.1 The contractor must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this contract that it and any subcontractors are presently, and will remain, in compliance with such laws.
- 4.5.2 The contractor shall have and maintain current and in good standing, any and all licenses and/or certifications which are required by law, rule or regulation for the duration of the contract.
- a. The contractor shall notify the Department if the contractor's license(s) and/or certification(s) have or may be terminated, terminated, modified or qualified within seven (7) business days.
 - b. The contractor shall notify the Department within seven (7) business days if the contractor becomes aware that the contractor or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the contractor, its agents employees or officers, may have to conduct business.
- 4.5.3 If required by state law, the contractor shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.
- 4.5.4 The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- 4.6 **Personnel and Staffing:**
- 4.6.1 The contractor shall comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded.
- 4.6.2 The contract is predicated, in part, on the utilization of the specific resources, individuals and/or personnel qualifications as identified and/or described in the contractor's proposal/bid, when applicable, or in the contractual requirements stated herein. Therefore, the contractor shall only utilize personnel and/or individuals in the performance of this contract who meet specific qualifications required for services to be provided.
- a. No substitution of personnel shall be made by the contractor without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.
- 4.6.3 The contractor shall only utilize personnel including those of any subcontractor(s), who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract, and shall provide documentation of such licensure or certification upon request.

2.5.a

4.7 **Federal Funds Requirements:**

- 4.7.1 The contract may involve the expenditure of federal funds. Therefore, for any federal funds used, the contractor shall comply with the requirements listed in the following subparagraphs.
- 4.7.2 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L.104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the Department each contract year, if applicable. The contractor shall return to the Department any funds disallowed in an audit of the contract.
- a. If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 4.7.3 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:
- a. Uniform Administrative Requirements: A-102 - State/Local Governments; 2 CFR Part 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110); and
- b. Cost Principles: 2 CFR Part 225, State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR Part 31, For-Profit Organizations; 45 CFR Part 74, Appendix E - Hospitals.
- 4.7.4 In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.7.5 The contractor shall comply with 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. § 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.8 **Financial Requirements:**
- 4.8.1 The availability of funding for this contract shall be determined solely by the Department and such determination shall be final and without recourse by the contractor.
- 4.8.2 Payments due under the terms of the contract shall be made by the Department upon receipt of a properly itemized invoice, as set forth herein.
- a. The contractor shall submit their invoices in a timely fashion and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.

4.9 **Contractor Liability:**

4.9.1 The contractor shall be responsible for any and all personal injury, including death, or property damage as a result of the contractor's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract.

a. In addition to the liability imposed upon the contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the contractor's negligence, the contractor shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

4.9.2 The contractor shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.

4.10 **Insurance:**

4.10.1 The Department and the State of Missouri is and shall not be required to save and hold harmless and/or indemnify the contractor, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to his/her performance under the contract.

4.10.2 The contractor shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this contract.

4.10.3 Proof of insurance coverage shall be submitted to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. Proof of self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable.

4.11 **Human Rights:**

4.11.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include, but are not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206 (d));
- c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- i. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);

- j. Missouri Governor's E.O. #05-30; and
 - k. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided under the contract.
- 4.11.2 If the contractor uses any funds of this contract in a subcontract, then the contractor shall require such a subcontractor to comply with the applicable human rights clauses above.
- 4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the contractor.
- 4.12 **Recordkeeping and Reporting Requirements:**
- 4.12.1 The contractor shall submit itemized reports, records and information at the request of the Department.
 - 4.12.2 The contractor shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).
 - 4.12.3 The contractor shall have in place management and fiscal controls that are adequate to assure full performance of the contractor's obligations under this contract. The contractor shall maintain sufficient cash flow to perform its obligations under the contract for the duration of the contract. The contractor shall immediately notify the Department of any cash flow issues where the contractor's obligations required under this agreement would be in jeopardy.
 - 4.12.4 The contractor shall allow the Department or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.
 - 4.12.5 The contractor shall provide the Department with access to its clients and client records without limitation. If access is denied or limited, the Department reserves the right to terminate payment from the day access is denied or limited.
 - 4.12.6 The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.
 - 4.12.7 The contractor shall provide written notification to the Department when there is any change in the contractor's licensure or certification/accreditation status, official name, address, Executive Director, or change in ownership and/or control of the contractor's organization.
 - 4.12.8 Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor shall notify the Department immediately. Upon learning of any such actions the Department reserves the right, at its sole discretion, to either cancel or affirm the contract and hold the contractor responsible for damages, to the extent authorized by law.

4.13 Confidentiality:

- 4.13.1 The parties shall agree and understand that all discussions between the parties and all information gained by the parties as a result of the performance under the agreement shall be confidential and that no reports, documentation, or material prepared as required by the agreement shall be released to the public without the prior written consent of each party, unless such disclosure is required by law.
- 4.13.2 If required, each party and any required personnel of each party must sign specific documents regarding confidentiality security, or other similar documents upon request.

4.14 Notification Requirements:

- 4.14.1 The contractor shall immediately notify the Department, in accordance with guidelines established by the Department, when there is a death of a custodial parent, non-custodial parent, and/or child.
- 4.14.2 The contractor shall immediately notify the Department, in writing, if the contractor becomes aware of any circumstances which may render the contractor unable to perform any of its obligations under the contract.
- a. The Department shall have the right, at any time, to require the contractor to provide written assurances that it can meet its obligations under the contract and to provide satisfactory documentation to support its assurances. If the contractor is unable to provide adequate assurances that it will be able to perform its obligations under this contract, the Department shall have the right to exercise any of its remedies under this contract or under law.

4.15 Miscellaneous:

- 4.15.1 Unless otherwise specified, the contractor shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.15.2 The Department may require the attendance of the contractor's personnel at training activities and may require the cooperation of the contractor's personnel where the Department provides technical assistance.
- 4.15.3 The contractor shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this contract.
- 4.15.4 The Department endorses a drug free environment and the absence of substance abuse. The contractor shall support and enforce these philosophies in their performance of the contract.
- 4.15.5 The contractor shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The contractor shall make documentation of such compliance and any such license immediately available upon request by the Department.

5 Payments to the Contractor

- 5.1 Funds available for the use in this program are limited to monies received from the United States Department of Health and Human Services (DHHS) for the purpose of operating the Missouri State Plan for Child Support under Title IV-D of the Social Security Act. Funds are further limited by appropriation of general revenue funds and/or the Child Support Enforcement Collections (CSEC) fund by the Missouri General Assembly.
- 5.2 Pursuant to state and federal law and regulations (13 CSR 40-3.010 and 45 CFR 304.21), the Department may reimburse the contractor, at the applicable rate of expenditures incurred, from any or all of the following funds: federal; general revenue; and/or Child Support Enforcement Collections (CSEC).
- 5.3 The Department will allocate funding for services on an annual basis and shall provide notification to the contractor of the allocation amount.
- 5.4 The contractor shall be reimbursed for actual, allowable costs incurred for services provided pursuant to the agreement, in accordance with the budget approved by the Department.

- a. Any costs incurred for the use or purchase of services, equipment or automated system equipment is not eligible for federal financial participation if, in the sole opinion of the Department, such equipment duplicates services provided by MACSS.
- 5.5 No other payments or reimbursements shall be made to the contractor other than those specified above.
- 5.6 The contractor shall invoice the Department within ninety (90) calendar days after the last day of the month in which services are claimed.
 - a. The contractor shall submit its invoices to:
Family Support Division – Child Support
County Reimbursement Unit
615 E. 13th Street, Room 204-2
Kansas City, MO 64106-2829
 - b. Each invoice shall have a unique identifier as an invoice number. Invoice numbers must not be duplicated in the same fiscal year.
- 5.7 Failure of the contractor to submit required reports when due, may result in withholding or rejection of payment under the contract. The Department shall reject payment due to the contractor's failure to perform or deliver the required work or services.
- 5.8 The Department, at its sole discretion, may:
 - a. audit all invoices, in a manner determined by the Department;
 - b. reject any invoice for good cause;
 - c. make invoice corrections and/or changes with appropriate notification to the contractor;
 - d. deduct from an invoice any overpayment made by the Department; and
 - e. recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.
- 5.9 The contractor shall understand and agree that the Department reserves the right to make payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor should return a completed State Vendor ACH/EFT Application. The State Vendor ACH/EFT Application can be downloaded from the internet at:
<http://www.oe.mo.gov/purch/vendorinfo/vendorach.pdf>.

Attachment A -IV-D County Additional Requirements

A. Level A County

- A.1 In the event the County is designated as a Level A County, the County shall comply with the additional following requirements.
- A.2 Prosecuting Attorney's (PA) Office Level A Responsibilities
- A.2.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- Establishing paternity;
 - Establishing and modifying child support obligations;
 - Enforcing child, spousal and medical support obligations;
 - The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
 - The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
 - Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
 - Conducting manual location activities, as needed, to supplement the automated system's location activities; and
 - For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- A.2.2 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- The Child Support Procedural Manual can be located at:
<http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
 - The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at:
<http://dssweb/fsd/training/CSE/MACSSORG/index.html>.
- A.2.3 The PA's office managers shall attend all scheduled meetings for Department managers, when notified by the Department.
- A.3 Department Level A Responsibilities
- A.3.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program (http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

B. Level B County

- B.1 In the event the County is designated as a Level B County, the County shall comply with the additional following requirements.
- B.2 Definitions
- B.2.1 Jackson County Family Support Division cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act wherein the applicant is a resident of Jackson County or which would otherwise be assigned to the Kansas City offices of the Family Support Division under existing practice and procedures, except for Jackson County Prosecuting Attorney cases.
- B.2.2 Jackson County Prosecuting Attorney cases: Cases for support collection or paternity determination services under Title IV-D of the Social Security Act where in the applicant is a Jackson County resident who as Head of Household has never received and is not receiving either cash or non-cash benefits or assistance under Title IV-A or XIX of the Social Security Act nor has a prior companion Temporary Assistance for Needy Families (TANF) case as a result of prior IV-A eligibility on the part of the applicant or involved family.

B.3 Prosecuting Attorney's (PA) Office Level B Responsibilities

- B.3.1 The PA shall provide the following IV-D services on cases they have the sole responsibility for:
- a. Establishing paternity;
 - b. Establishing and modifying child support obligations;
 - c. Enforcing child, spousal and medical support obligations;
 - 1) The PA shall provide support enforcement services to individuals pursuant to 45 CFR 302.31 and 45 CFR 302.33.
 - 2) The PA shall secure, establish, and enforce medical support obligations pursuant to 45 CFR 303.30, 45 CFR 303.32, 454.600 through 454.700, RSMo, and procedures established by the Department.
 - d. Cooperating with other states, tribes, and countries where there is a Federal Reciprocating Agreement or a bilateral agreement;
 - e. Conducting manual location activities as needed to supplement the automated system's location activities; and
 - f. For cases requiring or requesting a review and adjustment, utilizing procedures established by the Department and in accordance with 452.370, 454.400, 454.498 and 454.500, RSMo.
- B.3.2 The PA shall use all applicable means including, but not limited to, withholding of unemployment compensation benefits, certification for federal income tax interception, immediate income withholding, administrative process, state income tax withholding, liens against real and personal property, posting of bonds, reporting to consumer reporting agencies, and placing liens on worker's compensation benefits.
- B.3.3 The PA shall be in full compliance with federal audit requirements and established Departmental procedures as set forth in the procedural and forms manuals and the Missouri Automated Child Support System (MACSS) Quick Reference Guide when providing the services stated herein.
- a. The Child Support Procedural Manual can be located at: <http://dssweb/fsd/csepolicy/manpolicydocs/index.htm>.
 - b. The Missouri Automated Child Support System (MACSS) Quick Reference Guide can be located at: <http://dssweb/fsd/training/CSE/MACSSQRG/index.html>.
- B.3.4 With regard to Jackson County Prosecuting Attorney cases, the Department will, within five (5) working days of receipt of the application of services, forward the application to the PA. In accordance with 45 CFR 303.2, the PA shall be responsible for further requirements and all other case responsibility as set forth herein.

B.4 Department Level B Responsibilities

- B.4.1 The Department will measure the contractor's performance based on federal performance measures in accordance with 45 CFR 305.2, and by utilizing data from MACSS or the managed reporting program (http://ssrvfocp/ibi_apps/login/mr/mr_login.jsp).

C. Level C County

- C.1 In the event the County is designated as a Level C County, there are no additional requirements.

D. Multi-County Project

- D.1 In the event the County is designated/identified as a participant in a Multi-County Project (Project), the County shall comply with the additional following requirements, as applicable.
- D.2 **Project Participants:** The Project shall consist of the counties listed in the table below. The county labeled with an asterisk (*) shall be designated as the "Host" County for the Project.

Christian County	Greene County*	Taney County

D.3 Project Collaboration

D.3.1 The contractor shall collaborate with other Project Participants, as required, to ensure successful delivery of child support enforcement services.

D.4 Host County Responsibilities

D.4.1 The Host County shall serve as the lead entity for the Project.

D.4.2 The Host County shall establish and identify an office for the primary location for the Project.

D.4.3 The Host County shall employ Assistant Prosecuting Attorney(s) and support staff for the purpose of fulfilling the requirements of this contact.

a. The personnel required above shall spend one hundred percent (100%) of the time working on child support enforcement activities.

b. The Host County shall take the necessary steps, as required by law, to appoint/commission the individuals hired as assistant prosecuting attorneys for each of the counties participating in the Project, thereby conferring on the assistant prosecuting attorneys all of the authority, duties and responsibilities of said office for each county participating in the Project.

1) The Host County may limit said commission to child support services at the option of each participating county.

D.4.4 The Host County shall appropriate sufficient funds to compensate required personnel and to provide for the investigation and litigation of cases referred to the Project.

D.5 Reimbursements to the Host County

D.5.1 The contractor (non-host county) shall reimburse the Host County for the non-host county's share of expenditures made to fulfill the requirements of the Project.

D.5.2 The contractor (non-host county) shall reimburse the Host County in accordance with the applicable percentage share listed in the table below.

Christian County	19%	Greene County	68%	Taney County	13%

Exhibit # 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A - Currently Not a Business Entity

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- I am a self-employed individual with no employees; OR
- The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

County Commissioner/Executive Name
(Please Print)

County Commissioner/Executive Signature

Company Name (if applicable)

Date

Exhibit # 1 (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

Box B - Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

County Commissioner/Executive Business Entity Representative's Name (Please Print)

County Commissioner/Executive Business Entity Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security - Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

2.6.a

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Exhibit # 1 (continued)

Affidavit of Work Authorization

The contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

County Commissioner/Executive Signature

Printed Name

Title

Date

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____, I am commissioned as a
(DAY) (MONTH, YEAR)
notary public commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)

_____ and my commission expires on _____
(NAME OF STATE) (DATE)

Signature of Notary

Date

Exhibit # 1 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C - Affidavit on File - Current Business Entity Status

I certify that County of Christian, Missouri (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security - Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of Missouri State Agency or Public University* to Which Previous E-Verify Documentation Submitted:

*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University - St. Louis; Missouri Southern State University - Joplin; Missouri Western State University - St. Joseph; Northwest Missouri State University - Maryville; Southeast Missouri State University - Cape Girardeau.

Date of Previous E-Verify Documentation Submission: 2/6/2009

Previous Bid/Contract Number for Which Previous E-Verify Documentation Submitted: _____
(if known)

Lou Lapaglia
County Commissioner/Executive Business Entity Representative's Name (Please Print)

Lou Lapaglia
County Commissioner/Executive Business Entity Representative's Signature

188252
E-Verify MOU Company ID Number

E-Mail Address

County of Christian, Missouri
Business Entity Name

12/12/13
Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit # 2 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(Before completing certification, read instructions for certification below)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lou Lapaglia, Presiding Commissioner

Name and Title of County Commissioner/Executive

Lou Lapaglia
County Commissioner/Executive Signature


12/12/13
Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

Exhibit # 3: Federal Funding Accountability and Transparency Act (FFATA) Data Form

**See instructions for additional information*

Legal Business Name of Entity		County of Christian, Missouri			
Doing Business As (if different)					
Street Address		100 W Church St			
City	Ozark	State	MO	Zip Code + 4*	65721-6901
DUNS Number*		833146090 -PA			
Parent Organization's DUNS Number*		053783635 - Christian Co HR			
Principal Place of Performance*					
Contact Person's Name / Title		Lara B.W. Fors, 1 st APA, Director			
Contact Person Phone Number		(417) 868-4126			
Contact Person E-Mail		Lara.W.Fors@dss.mo.gov; LFors@greenecounty.mo.gov			
Executive Compensation Information*					
<i>*Complete this section if required. See instructions for additional information before completing.</i>					
List the organization's top five most highly compensated executives for the preceding contractor fiscal year.					
Name		Amount			
1.					
2.					
3.					
4.					
5.					
Certification:					
I attest the facts stated above are true and correct.					
I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.					
		Lou Lapaglia			
County Commissioner/Executive Signature		Printed Name			
Presiding Commissioner		12/12/13			
Title		Date			

Instructions for Completing the FFATA Data Form**Zip Code + 4**

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

DUNS Number

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

Parent Organization's DUNS Number

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

Principal Place of Performance

Complete if the primary place of performance is different than the address listed above.

Executive Compensation Information

Review the following questions to determine whether you are required to report executive compensation information.

1. In your preceding completed fiscal year, did your business or organization receive:
 - oo. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
 - pp. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes No

Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.

Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>)

Yes No

Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.

Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.

Definitions

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:
https://www.frsr.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf

Exhibit # 4 – Assurance for Safeguarding IRS/SSA Restrictions/Penalties**1. PERFORMANCE**

- 1.1 In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be performed under the supervision of the contractor or the contractor's responsible employees.
 - b. Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
 - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
 - d. No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - e. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - f. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

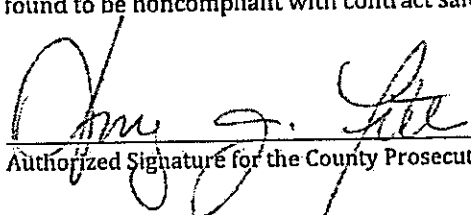
2. CRIMINAL/CIVIL SANCTIONS

- 2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than the \$1,000 with respect to each instance of unauthorized disclosure.
- a. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.
- 2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- 2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
3. **INSPECTION**
- 3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.
4. **CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**
- 4.1 **Performance:**
- 4.1.1 In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:
- a. All work will be done under the supervision of the contractor or the contractor's employees.
 - b. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
 - c. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
 - d. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
 - e. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
 - f. All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
 - g. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
 - h. The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
 - i. The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.

4.2 **Criminal/Civil Sanctions:**

- 4.2.1 Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- 4.2.2 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for Federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- 4.2.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- 4.2.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213 and 7213A (see Exhibit 6, IRC Sec. 7431 *Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, IRC Sec. 7213 *Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- 4.3 **Inspection:**
- 4.3.1 The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.


Authorized Signature for the County Prosecuting Attorney

12/12/2013
Date

CHRISTIAN COUNTY COMMISSION

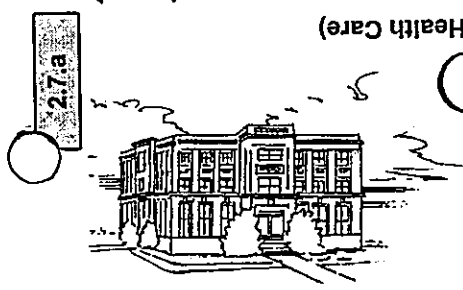
100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissioner

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner

Packet Pg: 52



December 12, 2013

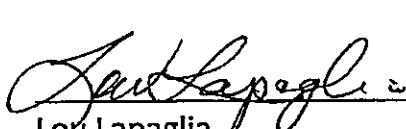
Libby Nickols
CO. Health Care LLC
P. O. Box 1665
Ozark, MO 65721


Dear Ms. Nickols,

After careful consideration, the County Commissioners voted today to award the 2014 calendar year contract for inmate health care to CO. Health Care, LLC. This is a one year contract with the option to renew each year for a total of six additional one year periods. Please forward the County a copy of your certificate of liability insurance along with qualification certificates of each of your staff members.

We look forward to doing business with you again in 2014.

Sincerely,


Lou Lapaglia
Presiding Commissioner


Bill Barnett
Western Commissioner


Ray Weter
Eastern Commissioner



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.iqm2.com>

October Term

~ Minutes ~

Monday, December 9, 2013

8:55 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:55 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:55 AM
Ray Weter	Eastern Commissioner	Present	8:55 AM
Bill Barnett	Western Commissioner	Present	8:55 AM
Kay Brown	County Clerk	Present	8:55 AM
Julia Maples	Administrative Assistant	Present	8:55 AM

II. Agenda

Motion/Vote - 8:55 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Julia Maples and County Auditor Sam Yarnell

The County Commission reviewed and approved the minutes for November 27, 2013.

Presiding Commissioner Lou Lapaglia called for a motion to approve the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote -

- Approve Sales Tax Court Order 12-9-2013-01

The meeting was attended by Commission Secretary Julia Maples and County Auditor Sam Yarnell.

Presiding Commissioner Lou Lapaglia called for a motion to approve sales tax Court Order 12-9-2013-01 \$ 339,927.81 for December Sales Tax.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:00 AM Sam Yarnell-Auditor

Hearing - Budget Study Hearing

The meeting was attended by Commission Secretary Julia Maples.

The County Commission met with County Auditor Sam Yarnell for a budget study hearing for revisions to the 2014 budget.

County Auditor Sam Yarnell said the County Clerk received the monthly budget report and was concerned the current postage amount will not be adequate for next year and asked to increase the 2014 postage budget for elections and the county clerk's office.

County Auditor Sam Yarnell indicated that the VAWA grant would not be forthcoming. The Prosecutor has elected to maintain her budget as previously presented with the funds reassigned at 3 percent staff salary increase, excluding the Prosecutor and the grant employee.

The County Commission signed the budget revisions for the County Clerk and the Prosecutor's offices.

Presiding Commissioner Lou Lapaglia called for a motion to approve the County Clerk's revisions to postage and the Prosecutors reallocation of funds.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 10:00 AM Christian County Commission

Proposal - Propane Bid Quotes for 2014

The meeting was attended by Commission Secretary Julia Maples and Common 1 Road District Supervisor Richard Teague

The County Commission reviewed the quotes and opened bids for propane gas for the Common 1 Road District from the following companies:

Presiding Commissioner Lou Lapaglia said quotes and were submitted rather than bids because the amount of propane used is such low amount.

Hoods Propane quote was \$ 1.64 per gallon

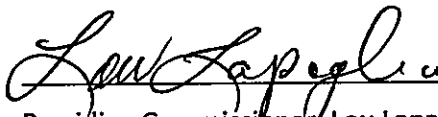
MFA quote was \$ 1.79 per gallon

Presiding Commissioner Lou Lapaglia called for a motion to award the propane oil to Hoods Propane for \$ 1.64 per gallon.

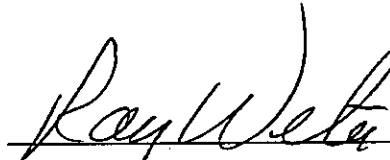
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

III. Adjournment

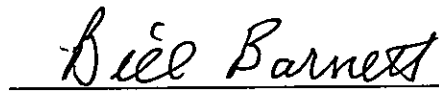
The meeting was closed at 10:05 AM
The scheduled agenda for December 9th, 2013, was completed and the Commission adjourned and will reconvene Thursday, December 12, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett

CERTIFIED COURT ORDER # 12-9-2013-01

The Treasurer is hereby ordered to pay the following entities:

2013 SALES TAX October 2013 Term

<u>R# 24466</u>				
<u>December 6, 2013</u>				
COURT ORDER				
SALES TAX #332 RECEIVED				
			\$ 339,927.81	
				CK #'S
COMMON ROAD I	30.98%	105,309.64	301-420-200	
COMMON ROAD II	30.39%	103,304.06	302-420-200	
COMMON ROAD I BUDGET APPORTIONMENT		17,708.33	301-420-200	
COMMON I TOTAL		123,017.97		
COMMON II TOTAL		103,304.06		
AMOUNT TO REMAIN IN POOL		113,605.78		

Low Lapaglia
Low Lapaglia, Presiding Commissioner

Bill Barnett
Bill Barnett, Western Commissioner

Ray Weter
Ray Weter, Eastern Commissioner

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County, this the 9th day of December 2013.

Kay Brown
Kay Brown, Clerk of the County Commission

RECEIVED
12:15 p.m.
DEC 06 2013
KB
KAY BROWN
COUNTY CLERK

Attachment: Court Ord. 12-9-2013-01 Sales Tax (1420 : Approve Minutes & Financials)

CHRISTIAN COUNTY, MO											
2014 BUDGET											
GENERAL REVENUE FUND											
APPROPRIATIONS BY ORGANIZATION UNIT & BY OBJECT OF EXPENDITURES											
		Per Hour	Salary	FICA 7.65%	Lagers 14.40%	Insurance	Work Comp 0.45%	SUTA	Total Benefits	Tot Sal & Bene	
	COUNTY CLERK										
	Kay Brown		47,250.00	3,614.63	6,804.00	3,636.00	212.63		14,267.25	61,517.25	
	Hollis Burnett	11.00	22,880.00	1,750.32	3,294.72	3,636.00	102.96	255.00	9,039.00	31,919.00	
	Tom Lawson	13.58	28,246.40	2,160.85	4,067.48	3,636.00	127.11	255.00	10,246.44	38,492.84	
	Norma Ryan	14.61	30,388.80	2,324.74	4,375.99	3,636.00	136.75	255.00	10,728.48	41,117.28	
	Overtime		10,000.00	765.00	1,440.00		45.00	50.00	2,300.00	12,300.00	
			128,765.20	9,850.54	18,542.19	14,544.00	579.44	815.00	44,331.17	173,096.37	
		2012 Actual	2012 Approved	2013 Actual	2013 Approved		2014 Requested		2014 Approved		
101-020-100	County Clerk's salary		47,250.06	47,250.00	43,615.44	47,250.00	47,250.00		47,250.00		
101-020-200	County Clerk's clerical salary		60,140.22	60,500.00	63,808.51	61,150.00	81,515.00		81,515.00		
101-020-320	Office Expense		4,294.84	2,000.00	2,997.54	2,000.00	3,600.00		3,600.00		
101-020-330	Phone		1,406.25	1,340.00	1,065.60	1,340.00	1,340.00		1,340.00		
101-020-340	Postage		364.37	750.00	1,078.77	750.00	1,250.00		1,250.00		
101-020-350	Repairs & Maintenance		350.00	600.00	0.00	600.00	0.00		0.00		
101-020-415	Insurance/Bond			0.00	0.00	0.00	0.00		0.00		
101-020-500	Employers FICA & Medicare		8,190.52	8,250.00	8,110.19	8,300.00	9,850.00		9,850.00		
101-020-510	Retirement		16,108.66	16,200.00	15,812.10	16,000.00	18,550.00		18,550.00		
101-020-520	Insurance		9,036.00	9,050.00	10,298.00	9,756.00	14,550.00		14,550.00		
101-020-530	Workers Compensation		241.86	500.00	457.71	400.00	600.00		600.00		
101-020-540	SUTA - Unemployment		500.10	515.00	555.02	550.00	815.00		815.00		
	TOTAL EXPENDITURES		147,882.88	146,955.00	147,798.88	148,096.00	179,320.00		179,320.00		

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CHRISTIAN COUNTY, MO									
2014 BUDGET									
GENERAL REVENUE FUND									
APPROPRIATIONS BY ORGANIZATION UNIT & BY OBJECT OF EXPENDITURES									
		2012	2012	2013	2013	2014		2014	
	PROSECUTING ATTORNEY	Actual	Approved	Actual	Approved	Requested		Approved	
101-140-100	Prosecuting Attorney's salary	113,112.35	112,866.00	107,869.44	116,859.00	116,859.00		116,859.00	
101-140-200	Prosecuting Attorney's Other Sal	375,709.51	390,000.00	431,226.83	481,344.00	491,450.00		491,450.00	
101-140-310	Mileage & training	420.10							
101-140-320	Office expense	23,312.56	13,883.00						
101-140-330	Phone	4,502.22	3,600.00						
101-140-340	Postage	2,587.48	3,500.00	-47.30					
101-140-350	Repairs & Maintenance	2,333.78	2,900.00						
101-140-420	Witness & reporter expense	6,454.46	4,000.00						
101-140-500	Employers FICA & Medicare	36,126.49	38,500.00	40,218.89	45,800.00	46,550.00		46,550.00	
101-140-510	Retirement	70,075.27	75,500.00	72,121.02	87,410.00	87,750.00		87,750.00	
101-140-515	PACARF Retirement	7,752.00	7,752.00	7,106.00	7,752.00	7,752.00		7,752.00	
101-140-520	Insurance	25,225.50	27,108.00	29,403.50	42,300.00	47,300.00		47,300.00	
101-140-530	Workers Compensation	1,293.04	2,000.00	2,526.26	2,400.00	3,050.00		3,050.00	
101-140-540	SUTA - unemployment	3,251.61	2,800.00	3,508.89	3,415.00	3,315.00		3,315.00	
	TOTAL EXPENDITURES	672,156.37	684,409.00	693,933.53	787,280.00	804,026.00		804,026.00	

CHRISTIAN COUNTY, MO					
2014 BUDGET					
DELINQUENT TAXES					
ESTIMATED REVENUES BY CLASSIFICATION					
The PA is following statute to separate PAT from this fund					
	2013	2013	2014	2014	
	Actual	Approved	Estimated	Approved	
BEGINNING BALANCE	26,075.05	26,075.05	34,659.54	34,659.54	
565-430-200 DELINQUENT TAX FEES	25,710.34	32,000.00	30,000.00	30,000.00	
565-450-100 INTEREST	175.15	200.00	100.00	100.00	
TOTAL REVENUES	25,885.49	32,200.00	30,100.00	30,100.00	
CHRISTIAN COUNTY, MO					
2014 BUDGET					
PROSECUTING ATTORNEY TRAINING					
APPROPRIATION BY OBJECT OF EXPENDITURES					
	2013	2013	2014	2014	
	Actual	Approved	Requested	Approved	
565-610-310 Mileage & Training	1,162.45	5,000.00	2,000.00	2,000.00	
565-610-320 Office Expense	16,138.55	18,300.00	8,000.00	8,000.00	
Transfer for Payroll			16,582.00	16,582.00	
TOTAL EXPENDITURES	17,301.00	23,300.00	26,582.00	26,582.00	
ENDING BALANCE	34,659.54	34,975.05	38,177.54	38,177.54	

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CHRISTIAN COUNTY, MO		2014 BUDGET		ESTIMATED REVENUES BY CLASSIFICATION		2012		2013		2014	
GENERAL REVENUE FUND		ESTIMATED REVENUES BY CLASSIFICATION		Actual	Approved	Actual	Approved	Estimated			
PROPERTY TAX											
101-410-100	Property Tax & Surtax	44,721.54	44,700.00	46,445.32	44,700.00	46,000.00					
	Total	44,721.55	44,700.00	46,445.32	44,700.00	46,000.00					
SALES TAX REVENUES											
101-420-200	SALES TAX REVENUES	4,603,381.24	4,605,000.00	2,878,421.56	3,000,000.00	3,140,100.00					
101-420-300	CART REVENUES (to be disbursed)	652,757.44	653,000.00	0.00							
	Total	5,256,138.68	5,258,000.00	2,878,421.56	3,000,000.00	3,140,100.00					
INTERGOVERNMENTAL REVENUES											
101-430-150	Child Support Reimbursement	1,806.00	1,500.00	1,550.38	2,000.00	2,050.00					
101-430-200	Delinquent Tax Fees	16,970.03	12,000.00	25,710.31	16,000.00	30,000.00					
101-430-300	Emergency Marriage Grant	27,565.09	30,000.00	31,734.98	28,000.00	30,000.00					
101-430-303	CC Road Study - ARRA Grant	155,899.51	496,000.00	110,928.36	400,000.00	283,625.00					
101-430-305	EMA - FEMA Disaster	2,193.21	0.00								
101-430-306	Recovery Grant - ARRA	106,220.06	100,000.00								
101-430-310	EMA - Citizens Corp Grant	52,843.41	42,000.00	655.77	10,000.00	0.00					
101-430-400	Juvenile Reimbursement	10,279.88	16,800.00	13,009.96	12,000.00	15,000.00					
101-430-405	VOCRA Grant (Prosecuting Attorney)	30,551.82	30,150.00	25,530.47	30,000.00	31,100.00					
101-430-425	Other Grants	20,349.40	15,000.00	4,117.66	15,000.00	5,000.00					
101-430-500	Payment in Lieu of Taxes	55,479.00	55,000.00	63,033.00	55,000.00	60,000.00					
	Total	480,157.41	798,450.00	276,270.89	568,000.00	456,775.00					
CHARGES FOR SERVICES											
101-440-100	Associate Division I Fees	126.00	190.00	75.00	120.00	100.00					
101-440-150	Associate Division II Fees	10,094.50	9,700.00	11,285.00	10,000.00	12,000.00					
101-440-200	Cable Franchise Fees	54,440.65	56,000.00	50,841.48	55,000.00	51,000.00					
101-440-250	Circuit Clerk Fees	71,097.64	75,000.00	71,924.36	72,000.00	78,000.00					

01-440-300	Collector Commissions & Fees	962,339.69	965,000.00	862,522.65	975,000.00	1,000,000.00	6,000.00
01-440-325	County Clerk Fees	5,987.50	6,600.00	5,294.20	7,000.00	12,000.00	12,000.00
01-440-400	Planning & Zoning Fees	16,540.80	17,000.00	12,007.61	16,000.00	22,500.00	22,500.00
01-440-450	Public Administrator Fees	44,660.49	35,000.00	21,298.47	40,000.00	400,000.00	400,000.00
01-440-500	Recorder of Deeds Fees	402,767.69	339,000.00	373,045.30	389,700.00	54,000.00	54,000.00
01-440-550	Civil Process Fees	68,447.62	85,000.00	39,888.34	63,700.00		
	Total	1,636,502.58	1,588,490.00	1,448,182.41	1,628,520.00	1,635,600.00	
101-450-100	INTEREST INCOME	57,456.64	50,000.00	43,016.76	60,000.00	30,000.00	
	OTHER REVENUES						
101-460-100	Collector TMF Reimbursements	29,212.71	29,400.00	31,000.00	30,000.00	31,000.00	31,000.00
101-460-200	Election Cost Reimbursements	13,470.26	12,500.00	2,343.44	5,000.00	13,500.00	13,500.00
101-460-250	Expense Reimbursements	23,488.98	35,000.00	23,888.39	20,000.00	40,000.00	40,000.00
101-460-325	Health Department Contract	19,500.00	18,000.00	16,500.00	18,000.00	16,000.00	16,000.00
101-460-350	Insurance Reimbursements	6,885.89	5,000.00	0.00	6,000.00	0.00	0.00
101-460-400	Miscellaneous	7,420.13	12,000.00	105,332.19	8,400.00	5,000.00	5,000.00
101-460-425	Rental Revenue (E-911)	24,229.12	25,000.00	19,100.00	27,200.00	22,800.00	22,800.00
101-460-500	Recycle	17,535.86	15,600.00	16,791.64	16,800.00	17,000.00	17,000.00
101-460-525	Title III Projects	25,970.82	16,650.00	0.00	89,000.00	0.00	0.00
	Total	167,713.77	169,150.00	214,955.66	220,400.00	145,300.00	
	GRAND TOTAL REVENUES	7,642,690.63	7,908,790.00	4,907,292.60	5,521,620.00	5,453,775.00	

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(Signature)



The company that lives where you do.

November 27, 2013

Christian County Commision,

MFA Oil Company would like to place a bid for 3,000 gallons of propane For Common 1 & Common II road district. Our bid will be \$1.79 per gallon for propane until December 31, 2014.

Thank you,

Bill Dickey, Manager MFA Oil

606 N. 4th Street, Ozark, MO

Attachment: 2014 Propane Quotes (1422 : Propane Bid Quotes for 2014)



Hood's Propane Company, Inc.

1-44 Exit 61 • 1651 S. Hwy. K • Bols D'Arc, MO 65612

Office 417-732-0600 • 1-800-749-5432 • Cell 417-849-0005 • Fax 417-732-6619

November 26, 2013

Christian County Commission
100 W. Church St., Room 100
Ozark, MO 65721

Dear Commissioner,

Hood's Propane Company would like to submit a bid of \$1.64⁹ per gallon guaranteed for propane for the Christian County Commission Road District.

We look forward to being your propane provider for the Christian County Commission Road District. Please call us at 417-849-0005 with questions.

Thank you for the opportunity to bid on your propane.

Sincerely,

Paul C. Hood

Attachment: 2014 Propane Quotes (1422 : Propane Bid Quotes for 2014)



CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissioner

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner

November 25, 2013

To: Propane suppliers

Dear Sir or Madam,

The Christian County Commission is accepting quotes for propane for the Common I and Common II Road Districts. We will require approximately 3,000 gallons. All quotes must be received by November 30, 2013. Submit quotes to County Commission at 100 W. Church Street Room 100 Ozark, MO 65721. The price submitted will be guaranteed until December 31, 2014. We would appreciate your participation in the bidding process. Thank you!

Julia Maples
Administrative Assistant
Christian County Commission



Christian County Commission

October Term

~ Minutes ~

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.lqm2.com>

Monday, December 16, 2013

9:25 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 9:25 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	9:25 AM
Ray Weter	Eastern Commissioner	Present	9:25 AM
Bill Barnett	Western Commissioner	Present	9:25 AM
Kay Brown	County Clerk	Present	9:25 AM
Julia Maples	Administrative Assistant	Present	9:25 AM

II. Agenda

Motion/Vote - 9:25 AM Kay Brown-County Clerk

Minutes & Financials Approval - Approve Minutes & Financials

The meeting was attended by Commission Secretary Julia Maples.

Presiding Commissioner Lou Lapaglia said the minutes for December 12, 2013, were not ready and will be approved at a later date.

Motion/Vote - 9:30 AM Beth Schaller-MoDot

Discussion - Monthly Updates

The County Commission was contacted by Beth Schaller, that she was sick and would not be attending the meeting today. The County Commission cancelled the meeting.

Motion/Vote -

- Adjourn the Meeting

Presiding Commissioner Lou Lapaglia called for a motion to adjourn the meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

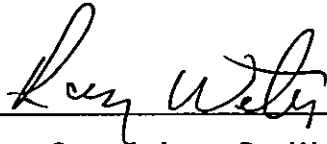
III. Adjournment

The meeting was closed at 9:35 AM

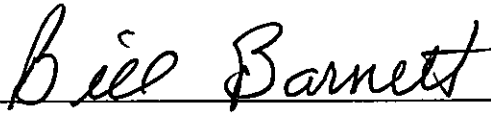
The scheduled agenda for Monday December 16th, 2013, was completed and the Commission adjourned and will reconvene Thursday, December 19th, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.igq2.com>

October Term

~ Minutes ~

Thursday, December 19, 2013

8:45 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:45 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	8:45 AM
Ray Weter	Eastern Commissioner	Present	8:45 AM
Bill Barnett	Western Commissioner	Present	8:45 AM
Kay Brown	County Clerk	Present	8:45 AM
Cheryl Mitchell	Assistant	Present	8:45 AM

II. Agenda

Motion/Vote - 8:45 AM County Clerk Kay Brown

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell

The County Commission reviewed the minutes for December 12th and the 16th, 2013.

There were no financials to approve.

Presiding Commissioner Lou Lapaglia called for a motion to approve the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 9:00 AM Ben Clutter-Springfield Affordable Housing Center

Discussion - Continuum of Care Board Appointment Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell and Phil Amtower, Emergency Management Administrator.

The County Commission met with Ben Clutter to make an appointment to the Continuum of Care Board.

Ben Clutter Director of the Continuum of Care Board said this organization is part of HUD and is funded through grants. Mr Clutter said this is a collaborative group representing Christian, Webster and Greene Counties to serve the homeless citizens. Mr. Clutter said there is an open position on the board and he recommended to the Commission to appoint Phil Amtower to the board. Mr. Clutter said this is a two year

appointment beginning January 1, 2014. Mr. Clutter said his position is funded through a SGAC grant from the City of Springfield. Mr. Clutter said he is responsible to oversee the financials and all funding streams of the organization and to insure that each county in the group receives their share of the resources. Ben Clutter said the federal funds are shrinking and we have to insure the funds are used conservatively.

Presiding Commissioner Lou Lapaglia asked if there is a lot of overlapping of services.

Presiding Commissioner Lou Lapaglia asked, if serving on this board would be a conflict of interest with Mr. Amtower's position.

Phil Amtower said serving on this board would complement his position because of the involvement with the community partnerships.

Presiding Commissioner Lou Lapaglia called for a motion to appoint Phil Amtower to serve on the Continuum of Care Board beginning January 1, 2014, for a two year term.

RESULT:-	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 10:00 AM Christian County Commission
Bid Opening - Bid Opening-Postage Machine for County Offices
The meeting was attended by Commission Secretary Cheryl Mitchell

The County Commission opened the bids for the postage machine from the following companies:

1. Pitney Bowes from Oklahoma City, OK.
2. Summit Mailing and Shipping Services from Edmond, OK

Presiding Commissioner Lou Lapaglia called for a motion for a continuation of a bid decision for the postage meter to Thursday, January 9, 2014 at 9:45 a.m.

The meeting was adjourned to 2:30 p.m.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Lou Lapaglia, Presiding Commissioner
AYES:	Lou Lapaglia, Ray Weter
ABSENT:	Bill Barnett

Motion/Vote - 2:30 PM Christian County Commission

Contract - Department of Agriculture-Remonumentation Program 2014

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission discussed the remonumentation program for 2014 that will have a fifty percent shared cost with the Department of Agriculture. The County Surveyor will check the pins of the county to certify the boundary lines for Christian County.

Presiding Commissioner Lou Lapaglia called for a motion to proceed with the 2014 remonumentation of the county, to survey the county boundary line pins.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 3:00 PM Mel Eakins-Great River Associates & Carson Elliff Attorney

Bid Opening - Bid Opening-Sewer Plant for RiverDowns West N.I.D.

The meeting was attended by Commission Secretary Julia Maples, Attorney Carson Elliff, Spencer Jones, Great River Engineering, Planning and Development Administrator Todd Wiesehan,

The County Commission opened bids for the Riverdowns West N.I.D. sewer plant from the following companies: Ridge Hill Contractors, Nixa, Mo., Branco General Contractors, Neoso, Mo., Davis Structure and Development, Springfield, Mo. Bids were read by Mel Elkins and reviewed and a recommendation and decision will be made by December 30th, 2013 at 3:00

Branco:981,000.00 and 22,750.00

Davis:817,449.00 and 9,975.00

Ridge Hill:887,250.00 and 5,600.00

The financing bids were from Guaranty Bank, Ozark Bank, Liberty Bank, and Stern Brothers, St. Louis, Mo. Carson Elliff looked at all bids and will make a recommendation on Dec. 30th at 3:30 p.m.

Liberty Bank Int rate .99% 4640.63 int.

Stern Brothers base rate of 1.49% an placement fee 2.282%

Guaranty Bank rate is .90% est fees of 3125.00

Ozark Bank is 1.02% with no loan fees.

This is for the temporary note for 9 months.

Motion/Vote - 3:30 PM Gordon Carriker-Missouri University of Extention

Discussion - Office Manager Position Discussion

The meeting was attended by Commission Secretary Julia Maples, and Danny Self

The County Commission met with Gordon Carriker from the University of Missouri Extension to discuss and officer manager position. Gordon presented the budget early and they were not aware of the Matrix and they want to make sure she is paid comparably. In 2004 there office manager was a county employee. The council decided to take her on as an extension employee. At this time the county is not paying the benefit package for the extension employee. Lou said we are paying 32% benefits to our employees. Julia indicated that their employee should be 12.50 and at this time she makes a little over 11.93. Ray ask if that is what was coming out of our payroll. Who cuts her check? The extension is the one who cuts her check and there is no benefit or insurance. Gordon said the university offers a subsidy on insurance. All he needs to ask is to allow the council to raise her to 12.50 per hour and that would increase the budget 1.9% over what was originally submitted. Lou said what we can do is our budget is set, so what they can do is take that out of something else so the totality is the same. The amount to reduce is 1,185. Gordon said they are tapped out and that is why they are coming here. Ray said the 2012 62445 2013 number is 65443. In 2012 we paid 2 years rent and that is not in this year. Ray is trying to figure out the difference between her duties and the clerical we have that make 10-11 per hour. Kim in building code makes 10.24 and she runs that office. Gordon said his girl runs the office and scheduling and bookkeeping. Lou ask Gordon to back off of something and increase her there. In 2015 the state will cut out hundreds of thousands of dollars so we will be looking at all areas like Circuit, extension. Don't you see anything where you can cut? Gordon said the state and university funding suggested the county to provide 50% and they would pay 50%. Lou asked what would happen if they reduce next year. Lou ask Ray if he had any ideas? The figure is \$1185.00. Sam said we are to the point where we can't continue. Gordon said they are just trying to make it fair. Lou said we are trying to get our people to the minimum. Kim Baxter has been here 6 years and makes 10.24. Danny Self asked if she was getting benefits? Ray said as long as she is not on our payroll all we can do is add that amount of money to your block grant. Gordon said yes that is what he is wanting. Ray said the amount you are talking about is .60. Gordon said he realizes it is about 5%

raise and it doesn't look good. Ray said the amount you need to add is \$1285. Lou ask if what happens if we give a .30 raise instead of 60?

Gordon said at least we are trying. Lou ask Ray what he thinks if we meet them half way. Gordon said that would be great. Lou recommends to take her up to .30 per hour. Ray said that the people that make 10.24 would be looking for an increase and he will be looking to see what he can do about them but he would support that.

Lou entertained the motion to increase the budget for extension center by \$629.00 for 2014.

RESULT:	ADOPTED [2 TO 0]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Lou Lapaglia, Presiding Commissioner
AYES:	Lou Lapaglia, Ray Weter
ABSTAIN:	Bill Barnett

Motion/Vote - Planning & Development Administrator-Todd Wiesehan
Discussion - Right of Way Dedication-East County Line Road in the Common I Road District

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission with Todd Wiesehan Planning and Development Administrator for a Right-of-Way Dedication for East County Line Road to transfer to the Common 1 Road District.

Todd Wiesehan presented the Right-of-Way Dedication of deficient roadway. The property owners are McGinnis. The county ask for it. Commission Lapaglia entertained the motion to accept this into the county.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 4:05 PM Planning & Development Administrator-Todd Wiesehan
Discussion - Right of Way Dedication-Riverdale & Aspen Roads in the Common II Road District

The meeting was attended by Commission Secretary Cheryl Mitchell

The County Commission with Todd Wiesehan Planning and Development Administrator for a Right-of-Way Dedication for Riverdale and Aspen Road in he Common II Road District. Todd said the whole family inherited and have agreed to donate two small sections of road. Commissioner Lapaglia entertained the motion to accept into Common II Road District.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 4:17 PM Treasurer Karen Matthews

Discussion - Payment in Lieu of Taxes (Title III) Discussion

The meeting was attended by Commission Secretary Cheryl Mitchell.

The County Commission met with Treasurer Karen Matthews to discuss Title III funds. Karen said we have to do this every year. It wasn't supposed to be done. This was supposed to be done December 15th. We will receive 79,070.00 and are not going to allocate for Title III or Title II. Ray said he talked to Rich Hall and Kay and Mr. Hall was proud of the fact we were giving to roads. Is this what we are doing this year? Karen said Common I and Garrison are the roads. Chadwick, Ava, are the schools. 75% goes to schools and 25% goes to road. This is only the forest. She doesn't know about the minerals. Ray asked about the PILT and Karen said that doesn't come until later. She thinks all of these are on the chopping block. Bill asked about the fire departments and Karen said that was last year and not this year. Bill asked what the school can use it for? Karen said they can use it for whatever they want. Lou ask how it be split up? Karen said we are not going to allocate anything for Title III and we are taking the whole payment. Commissioner Lapaglia entertained the motion to dispense the National Forest money to the entities that Karen mentioned and we will take the full amount.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

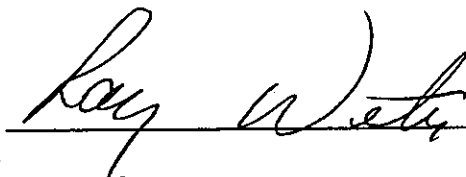
III. Adjournment

The meeting was closed at

The scheduled agenda for Thursday, December 19th, 2013, was completed and the Commission adjourned and will reconvene Monday, December 23, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter

Bill Barnett

Western Commissioner, Bill Barnett

SUMMIT

Mailing & Shipping Systems, Inc.

Corporate Office
500 Enterprise Drive
Edmond, OK 73013
(405) 947-0707

Springfield
2060 W. Woodland
Springfield, MO 65807
(417) 889-2200

Itemization of Proposal:

Option #1

1 – IS 6000 Base, Mixed Mail Feeder with Wire ways, 15"inch Adjustable Color Touch Screen Control Panel, External 10 lb. weigh platform, Standard Keyboard with stand, LAN kit, Line Conditioner	\$ 9,928.80
1 – IS 6000 Dynamic Weighing Module for in motion weighing.	\$ 4,410.90
1 – IS 6000 External Roll Tape Device	\$ 1,129.50
1 – IS 5000/6000 Model 115 Meter head	\$ 85.00 monthly
1 – Maintenance Contract (price locked in for 4 years)	\$ 2,104.00 yearly
1 – Postal Rate Changes	\$ No Charge
1 - Postage Refills	\$ No Charge
1 – ISINK5/6 Ink Cartridge (100,000 impressions)	\$ 402.95 each
1 – 7465233-01 single labels for built label dispenser (300 labels)	\$ 31.30 each
1 – ISROLLTAPE10 Thermal tape rolls for External Label Device	\$ 117.90 per box
<hr/>	
Total Cost of Equipment	\$ 15,469.20
Total Cost of Maintenance per year	\$ 2,104.00
Total Cost of Meter Rental per year	\$ 1,020.00

Attachment: Summitt Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Authorized Dealer For



neopost

And Other Fine Products

✿ Sales ✿ Service ✿ Supplies

Option # 1

(37) Special Terms and Conditions

County offices process an average of 700 pieces of mail daily. The County currently owns a DM1000 System mail stream solution with a Intellilink Interface PSD for DM500. (Purchased 02-21-2007). The County is interested in an option for a discount/trade in allowance. The machine we purchase must have the following minimum standards:

Product Features	Can vendor supply? yes/no
Durable, high quality material	yes.
Long lasting print head	yes.
Energy Star compliant	yes.
Security System	yes.
Simple, ergonomic operations	yes.
Reliable production & maximum uptime	yes.
Touch screen w/large descriptive prompts & adjustable panel height	yes.
High capacity ink tank	yes.
Dynamic scale and catch tray	yes.
Processing Speeds minimum 180 LPM	yes.
Process nested or non-nested envelopes & postcards	yes.
Voltage: 110 VAC	yes.
Frequency: 50-60 Hz	yes.
Job imprint memories	yes.
High Capacity envelope feeder	yes.
Jet Spray sealing system with filter and adjustment levels	yes.

Attachment: Summitt Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

*partial by total
no postal class*

Reporting/postage usage by trends and departments and postal class	
Envelope sizes: Minimum 3.5" X 5" Maximum 10" X 14"	yes
Envelope flap depth: Minimum 1" Maximum 3-7/8"	yes
Thickness: 5/8"	yes
Orientation: Portrait or landscape	yes
Delivery and Installation: Within 20 calendar days	yes.
Warranty	yes.
Subscription Agreement with software upgrades	yes
Maintenance Agreement with rate caps	yes
Equipment Routine Maintenance: Preventative maintenance shall include on-line, telephone service as well as providing on-site service calls as requested by Christian County. Vendor will provide a professional, written or typed maintenance service ticket of each service visit upon completion of the service. The ticket must at a minimum identify time/date, what maintenance was performed, and what parts if any are replaced, repaired, or ordered.	yes
Routine Service Coverage: Routine regular service shall be performed within four (4) business hours of the service request. Routine regular maintenance shall consist of at minimum determining the problem Christian County is experiencing with their machine, fixing the identified problem, and providing all parts and supplies necessary, including replacement of worn parts. This type of routine regular maintenance shall be provided at no additional cost to the monthly maintenance price. In addition, the monthly maintenance price shall include replacement of parts for routine service. If the request is made after noon, then the response time can be counted into the next work-day starting at 8:00 a.m. Some circumstances (e.g., parts availability as determined by troubleshooting over the phone) may result in extensions of this response time as mutually agreed to by the vendor and Christian County, on a case-by-case basis.	yes
Parts and Supply Requirements: The Vendor agrees to supply all parts, materials and supplies necessary to maintain and repair equipment. All parts shall be new and in compliance with manufacturer standards. Reconditioned parts shall not be acceptable unless the part is no longer available and the County has given the vendor its prior approval to use a reconditioned part. The vendor should attempt to locate materials and supplies which are environmentally sound.	yes.
Emergency Service: Defined as service performed after 5:00 p.m. weekdays, on Saturdays, Sundays, or state-recognized holidays and if the county identifies the call as an emergency. If needed the vendor will resolve the emergency on site. All emergencies shall be paid at the quoted emergency	

Attachment: Summitt Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

price, which shall be based on actual service. Emergency phone calls, time spent going to and from site, fuel and all other expenses will be included in the quoted price. All parts and supplies necessary to remedy the emergency shall be priced and negotiated before implementation.	no
Back-up equipment: Regarding equipment that cannot be fixed on site, the vendor has agreed that in the event the vendor determines the equipment needing repair cannot be repaired on site, and if it is anticipated that the equipment cannot be put back into operation within one 8-hour work day, then at Christian County's request, the vendor must provide the county with the same piece of equipment or operational equivalent at no additional charge that would allow the county to continue mailing operations until the equipment being repaired can be put back into service. The vendor shall not remove any equipment from the county without the county's prior authorization, and until the replacement is on site and operational.	yes
Training: The vendor will supply at least two separate two hour training session on site for the various department personnel. Training will involve all aspects of operating the postage machine and troubleshooting.	yes
Optional scale for larger envelopes	yes
Technology that meets postal services new requirements	yes
Capability to upload rates, postage uploads, etc.	yes
tape option	yes.

Attachment: Summitt Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Investment Summary

Christian County

SUMMIT
Mailing & Shipping Systems, Inc.

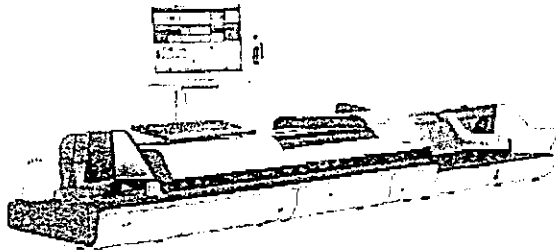
2.3.a

Proposed Equipment:

Troy Harlan
2060 W. Woodland Springfield, MO 65807
(417) 429-4559

IS-6000

Ergonomically engineered for maximum productivity and output



The IS-6000 sets a new standard for mailing system productivity, operability, and efficiency. Neopost observed high volume mailing machine operators and listened to production mail center customers to design this next generation mailing system. The IS-6000 delivers **simple, ergonomic operations; investment protection and cost savings; reliable production, and maximum uptime.** Coupled with the new Internet-connected Neopost iMeter™ postage meter and powerful Apps to manage your business, it is clear that the IS-6000 is the ultimate choice in high volume mailing systems.

Simple, Ergonomic Operations

- Height adjustable 15" touch screen moves backward and forward, swivels left and right, and moves up and down, providing a comfortable working environment
- All screens display large descriptive buttons and prompts, making navigation a breeze
- Cool shades of blue illuminate the screens minimizing eye strain and fatigue
- Customizable screens increase operational efficiency
- Added comfort of a full keyboard makes account or department setup/usage, and custom text messaging on the envelope easy
- Optional remote label dispenser reduces work steps and optimizes the ergonomic workspace
- Custom ergonomic workstation creates a comfortable and efficient workspace

Reliable Production and Maximum Uptime

- Over 200lbs, this rugged, durable system is a perfect fit for large volume and production mail processing centers
- Processing speeds up to 210, 260 or 300 letters per minute (lpm) and up to 160 lpm in dynamic weighing mode, the IS-6000 is ready for any job
- Process nested or non-nest envelopes (up to .8") and postcards with ease
- Dual pump, jet spray sealing system with filter and 5 adjustment levels ensures a quality tip-to-tip envelope seal
- High capacity envelope feeder and power conveyor stacker help maximize throughput by decreasing the number of starts and stops of the mailing system.

Investment Protection and Cost Savings

- Advanced modular design allows you to purchase the components, Apps and options you need, eliminating overspending
- Print head is designed to last the life of the system, saving money on traditional scheduled print head replacement
- IBI Lite Indicia reduces Ink usage

Attachment: Summit Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Investment Summary

Christian County

SUMMIT
Mailing & Shipping Systems, Inc.

Equipment Includes the Following:

- 1 – IS 6000 Base, High Capacity Mixed Mail Feeder, Dynamic Scale for in motion weighing, Catch Tray, 15" touch screen monitor Standard Keyboard, Roll Tape Label Dispenser, 10 lb. External Scale.

Equipment Investment

Lease Option:

\$ 601.88	per month – 60 Month lease
\$ 667.18	per month – 48 Month lease
\$ 780.27	per month – 36 Month lease

Payment Includes: Equipment, Meter Rental, Maintenance, and Free Rate Change Protection for the term of the lease.

Purchase Option:

\$ 15,469.20	Equipment
\$ 85.00	Meter Rental Monthly
\$ 175.33	Maintenance Monthly
\$ No Charge	Rate Change Protection

Meter Rental and Maintenance can be billed Quarterly or Annually.

Notes

- **Delivery:** Approximately 30 to 45 days.
- Price includes Shipping/Installation/Training. Prices do not include sales tax.

This proposal, which includes: Investment Summary and all brochures are prepared for the exclusive use of the company named above. This proposal expires January 15,, 2014



SUMMIT

Mailing & Shipping Systems, Inc.

Corporate Office
500 Enterprise Drive
Edmond, OK 73013
(405) 947-0707

Springfield
2060 W. Woodland
Springfield, MO 65807
(417) 889-2200

Itemization of Proposal:

Option #2

1 – IN 750 Postage meter base, High Capacity Mixed Mail Feeder with Wire ways, Catch Tray, 6" Color touch screen display, External 10 lb. weigh platform, LAN kit, and Line conditioner	\$ 5,722.00
1 – IN 700 series Dynamic Scale Module for in motion Weighing.	\$ 3,675.00
1 – IN 700 series RTD (External Roll Tape Device)	\$ 1,255.00
1 – IN 700 series Meter Head Model 112	\$ 65.00 monthly
1 – Maintenance Contract (price locked in for 4 years)	\$ 1,304.00 yearly
1 – Postal Rate Changes	\$ No Charge
1 - Postage Refills	\$ No Charge
1 – ININK67 Ink Cartridge (20,000 impressions)	\$ 158.95 each
1 – 7465233-01 single labels for built label dispenser (300 labels)	\$ 31.30 each
1 – ISROLLTAPE10 Thermal tape rolls for External Label Device	\$ 117.90 per box
<hr/>	
Total Cost of Equipment	\$ 10,652.00
Total Cost of Maintenance per year	\$ 1,304.00
Total Cost of Meter Rental per year	\$ 780.00

Attachment: Summitt Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Authorized Dealer For



neopost

And Other Fine Products

• Sales • Service • Supplies

Option # 2

(37) Special Terms and Conditions

County offices process an average of 700 pieces of mail daily. The County currently owns a DM1000 System mail stream solution with a Intellilink Interface PSD for DM500. (Purchased 02-21-2007). The County is interested in an option for a discount/trade in allowance. The machine we purchase must have the following minimum standards:

Product Features	Can vendor supply? yes/no
Durable, high quality material	Y/S
Long lasting print head	Y/S
Energy Star compliant	Y/S
Security System	Y/S
Simple, ergonomic operations	Y/S
Reliable production & maximum uptime	Y/S
Touch screen w/large descriptive prompts & adjustable panel height	Partial Screen not GO
High capacity ink tank	Y/S
Dynamic scale and catch tray	Y/S
Processing Speeds minimum 180 LPM	MAX 175
Process nested or non-nested envelopes & postcards	non-nested only
Voltage: 110 VAC	Y/S
Frequency: 50-60 Hz	Y/S
Job imprint memories	Y/S
High Capacity envelope feeder	Y/S
Jet Spray sealing system with filter and adjustment levels	moistening brush

Attachment: Summit Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

price, which shall be based on actual service. Emergency phone calls, time spent going to and from site, fuel and all other expenses will be included in the quoted price. All parts and supplies necessary to remedy the emergency shall be priced and negotiated before implementation.	<i>No</i>
Back-up equipment: Regarding equipment that cannot be fixed on site, the vendor has agreed that in the event the vendor determines the equipment needing repair cannot be repaired on site, and if it is anticipated that the equipment cannot be put back into operation within one 8-hour work day, then at Christian County's request, the vendor must provide the county with the same piece of equipment or operational equivalent at no additional charge that would allow the county to continue mailing operations until the equipment being repaired can be put back into service. The vendor shall not remove any equipment from the county without the county's prior authorization, and until the replacement is on site and operational.	<i>YOS</i>
Training: The vendor will supply at least two separate two hour training session on site for the various department personnel. Training will involve all aspects of operating the postage machine and troubleshooting.	<i>YOS</i>
Optional scale for larger envelopes	<i>YOS</i>
Technology that meets postal services new requirements	<i>YOS</i>
Capability to upload rates, postage uploads, etc.	<i>YOS</i>
tape option	<i>YOS</i>

Attachment: Summit Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

*partial bid
with postal class*

Reporting/postage usage by trends and departments and postal class	
Envelope sizes: Minimum 3.5" X 5" Maximum 10" X 14"	<i>MAX 10" X 13"</i>
Envelope flap depth: Minimum 1" Maximum 3-7/8"	<i>MAX 3"</i>
Thickness: 5/8"	<i>YPS</i>
Orientation: Portrait or landscape	<i>YPS</i>
Delivery and Installation: Within 20 calendar days	<i>YPS</i>
Warranty	<i>YPS</i>
Subscription Agreement with software upgrades	<i>YPS</i>
Maintenance Agreement with rate caps	<i>YPS</i>
Equipment Routine Maintenance: Preventative maintenance shall include on-line, telephone service as well as providing on-site service calls as requested by Christian County. Vendor will provide a professional, written or typed maintenance service ticket of each service visit upon completion of the service. The ticket must at a minimum identify time/date, what maintenance was performed, and what parts if any are replaced, repaired, or ordered.	<i>YPS</i>
Routine Service Coverage: Routine regular service shall be performed within four (4) business hours of the service request. Routine regular maintenance shall consist of at minimum determining the problem Christian County is experiencing with their machine, fixing the identified problem, and providing all parts and supplies necessary, including replacement of worn parts. This type of routine regular maintenance shall be provided at no additional cost to the monthly maintenance price. In addition, the monthly maintenance price shall include replacement of parts for routine service. If the request is made after noon, then the response time can be counted into the next work-day starting at 8:00 a.m. Some circumstances (e.g., parts availability as determined by troubleshooting over the phone) may result in extensions of this response time as mutually agreed to by the vendor and Christian County, on a case-by-case basis.	<i>YPS</i>
Parts and Supply Requirements: The Vendor agrees to supply all parts, materials and supplies necessary to maintain and repair equipment. All parts shall be new and in compliance with manufacturer standards. Reconditioned parts shall not be acceptable unless the part is no longer available and the County has given the vendor its prior approval to use a reconditioned part. The vendor should attempt to locate materials and supplies which are environmentally sound.	<i>YPS</i>
Emergency Service: Defined as service performed after 5:00 p.m. weekdays, on Saturdays, Sundays, or state-recognized holidays and if the county identifies the call as an emergency. If needed the vendor will resolve the emergency on site. All emergencies shall be paid at the quoted emergency	

Attachment: Summit Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Investment Summary

Christian County

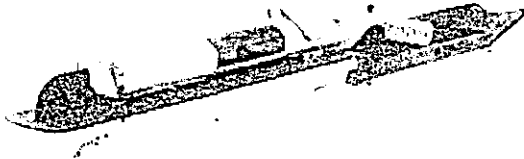
SUMMIT
Mailing & Shipping Systems, Inc.

2.3.a

Proposed Equipment:

Troy Harlan
2060 W. Woodland Springfield, MO 65807
(417) 429-4559

IN 750 Mailing System **The Powerful Choice for Optimizing Mail Center Management**



When it comes to meeting your most demanding mailing needs, nothing delivers like the Neopost IN-700 Series. As part of the latest generation of mailing systems, the IN-750 has a sleek and modern design that depicts clean lines, bold edges and aluminum accents, while maintaining the Neopost commitment to build and ship products in the most ecological manner. Coupled with the Neopost iMeter™ postage meter and a suite of Apps, the capabilities of the 700 Series exceed those of a traditional mailing system. In fact, the 700 Series easily integrates with Neopost's Enhanced Mailing and Shipping (EMS) software for total control of postage and shipping activities and costs. With an iMeter™ postage meter and Apps, fresh eco-design and integration to enhanced mailing and shipping software, it is clear the IN-700 Series is the powerful choice for optimizing mail center management today and in the future.

- Experience simple navigation with an intuitive color touch screen
- Mixed size pieces are easily processed with the automatic feeder and self aligning rollers
- The IN-750 is fast, with processing capabilities up to 175 letters per minute (lpm)
- Dynamic Scale categorizes and rates mixed size mail inline at speeds up to 110 letters per minute
- Short cut keys save time and provide instant job set up
- The Rate Wizard provides concise step-by-step instructions making USPS® rate selection easy
- 10, 30 or 70 lb. platforms handle even the heaviest parcels and oversized packages with ease
- Reduce manual processing and handling with differential weighing
- Optional keyboard makes account / department set up and processing E-Services a breeze
- Up to 50 operators with pin-code protection
- Remote label dispenser reduces work steps and optimizes your ergonomic work space
- Neopost iMeter™ postage meter with powerful business Apps provides better management of your mailing operations and cost control
- View mail data online via **myNeopost**
- Experience significant cost savings on Priority Mail® and Express Mail® when using the Commercial Rates App
- Track, allocate and report postage usage by department, time period and postal class with the Online Postal Expense Manager App
- E-Services and E-Services with Electronic Return Receipt App helps you track, confirm, and save when processing mail utilizing USPS® Extra Services such as eDelivery Confirmation™, eSignature Confirmation™, and eCertified Mail™ with Electronic Return Receipt
- Personalize Items and help promote your business with ad slogans, custom text messages, QR codes or company logos
- Easily integrates with optional EMS software for total control of your mail processing and shipping needs.

Attachment: Summit Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Investment Summary
Christian County



Equipment Includes the Following:

- 1- IN 750 Base, IN 750 High Capacity Mixed Mail Feeder, Dynamic Scale for in motion weighing, Catch Tray, 6" Color Touch Screen, External Roll Tape Device 10 lb. External Scale.

Equipment Investment

Lease Option: \$ 403.99 per month – 60 Month lease
 \$ 451.24 per month – 48 Month lease
 \$ 533.07 per month – 36 Month lease

Payment Includes: Equipment, Meter Rental, Maintenance, and Free Rate Change Protection for the term of the lease.

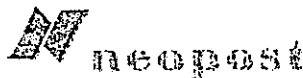
Purchase Option: \$ 10,652.00 Equipment
 \$ 65.00 Meter Rental Monthly
 \$ 108.67 Maintenance Monthly
 \$ No Charge Rate Change Protection

Meter Rental and Maintenance can be billed Quarterly or Annually.

Notes

- Delivery: Approximately 30 to 45 days.
- Price includes Shipping/Installation/Training. Prices do not include sales tax.

This proposal, which includes: Investment Summary and all brochures are prepared for the exclusive use of the company named above. This proposal expires January 15,, 2014



Attachment: Summit Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)



Engineering the flow of communication™

December 18, 2013

Christian County Commission
 Attn: Julia Maples
 100 W Church St, Rm. 100
 Ozark, MO 65721
 Attn: Julia Maples

RE: Invitation to Bid – Postage Machine for County Offices
 Pitney Bowes Connect 2000+ and related Items
 Due Date: December 19, 2013

Attachments: Invitation to Bid
 Pitney Bowes General Terms (used for purchase and rentals)
 Pitney Bowes Customer Satisfaction Guarantee

Dear Ms. Maples:

Pitney Bowes Inc. ("PBI") is pleased to submit the enclosed offer in response to the referenced Invitation to Bid ("ITB") for Digital Mailing System and related Items (Postal Equipment). For more than 93 years, PBI has been helping customers meet their varied mailing needs at highly competitive prices. As the original equipment and software manufacturer and service provider of the products offered, we are committed to providing superior customer service, product, quality value based innovative solutions and technology, and outstanding service. **Please note; this offer is contingent on the terms of this offer letter. Any subsequent contract or purchase order will be governed by the terms of your solicitation document as well as any terms contained in our proposal. PBI is willing to negotiate in good faith effort upon award.**

The following proposal outlines our offer. PBI bids in accordance with the ITB and the attached Pitney Bowes General Terms, which is referenced above as an Attachment. The agreement is industry standard and is specific to the type of transaction and products being offered. If there is a conflict between the Pitney Bowes General Terms and Conditions and this ITB, the Pitney Bowes General Terms and Conditions shall govern. Pitney Bowes is willing to negotiate the terms and conditions upon notice of award.

Pitney Bowes respectfully notes, modifies or takes exception to the Christian County Commission Invitation to Bid as noted below:

Section 13 Insurance: Pitney Bowes respectfully changes "named" to "insured in the below paragraph and makes a correction in calendar year stated, see bold. "The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and

Attachment: Pitney Bowes Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

employees as additional insured in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the calendar year 2014 vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$2,657,587 and for any one person in a single accident or occurrence of at least \$398,638. Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater.

Section 14 Vendor Liability: Pitney Bowes respectfully takes exception to the entire section and submits alternate language provided below:

Pitney Bowes Inc. ("Pitney Bowes") shall indemnify, defend and hold harmless Christian County Commission, and its officers, directors, and employees (collectively referred to herein as "Customer"), against any and all third party liabilities, claims, damages, costs, and expenses (including reasonable attorney's fees) resulting from bodily injury or death to any person or tangible property damage (which shall exclude loss of or damage to software, information and data), to the extent that such injury or damage is caused by Pitney Bowes' gross negligence in its performance of services while on Customers' business premises; provided that Pitney Bowes shall not be liable for any incidental, special, indirect, consequential or punitive damages resulting or alleged to result from such negligence.

Section 16 Terms and Conditions: Pitney Bowes respectfully takes exception to language requiring use of the Christian County Commission's Terms and Conditions. Pitney Bowes Terms and Conditions (industry standard) shall govern and prevail and PBI is willing to negotiate in good faith effort upon award.

Section 21 Prices: Pitney Bowes respectfully takes exception to the following sentence, "Vendor's price must be the lowest offered to any government or commercial consumer, under the same terms and conditions." This exception is corporate policy.

Section 25 Billing and Payments: Pitney Bowes invoices cannot be delivered with the materials and packing slip.

Section 29 Services: Pitney Bowes respectfully takes exception to the entire section. Pitney Bowes Terms and Conditions (industry standard) shall govern and prevail.

Section 30 Reporting Requirements: Pitney Bowes respectfully takes exception to the entire section. Pitney Bowes is willing to negotiate this section upon notice of award.

Section 31 Liquidated Damages: Pitney Bowes respectfully takes exception to this section in its entirety. It is corporate policy.

Section 37 Special Terms & Conditions:

Equipment Routine Maintenance: Pitney Bowes accepts the first half of this section but cannot provide a maintenance service ticket.

Routine Service Coverage: Pitney Bowes can provide if the Christian County Commission purchase the premium tier service agreement – GRSP4.

Parts and Supply Requirements: Pitney Bowes accepts this section with the removal of the word supplies.

Back-up equipment: Pitney Bowes takes exception to this entire section. Loaner equipment is not included in the standard SLA.

We sincerely thank you for the opportunity of providing you with solutions that meet your goals. Pitney Bowes looks forward to a long relationship and hope this will be one of many opportunities to become and remain one of your most valuable vendors. If you should have any questions, please feel free to contact me at

Sincerely,

Aleen Milliser
Major Account Manager
Pitney Bowes Inc.

(37) Special Terms and Conditions

County offices process an average of 700 pieces of mail daily. The County currently owns a DM1000 System mail stream solution with a Intellilink Interface PSD for DM500. (Purchased 02-21-2007). The County is interested in an option for a discount/trade in allowance. The machine we purchase must have the following minimum standards:

Attachment: Pitney Bowes Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Product Features	Can vendor supply? yes/no
Durable, high quality material	Yes
Long lasting print head	Yes
Energy Star compliant	Yes
Security System	Yes
Simple, ergonomic operations	Yes
Reliable production & maximum uptime	Yes
Touch screen w/large descriptive prompts & adjustable panel height	Yes
High capacity ink tank	Yes
Dynamic scale and catch tray	Yes
Processing Speeds minimum 180 LPM	Yes
Process nested or non-nested envelopes & postcards	Yes
Voltage: 110 VAC	Yes
Frequency: 50-60 Hz	Yes
Job imprint memories	Yes
High Capacity envelope feeder	Yes
Jet Spray sealing system with filter and adjustment levels	Yes

Reporting/postage usage by trends and departments and postal class	
Envelope sizes: Minimum 3.5" X 5" Maximum 10" X 14"	yes
Envelope flap depth: Minimum 1" Maximum 3-7/8"	yes
Thickness: 5/8"	yes
Orientation: Portrait or landscape	yes
Delivery and Installation: Within 20 calendar days	yes
Warranty	yes
Subscription Agreement with software upgrades	yes
Maintenance Agreement with rate caps	yes
Equipment Routine Maintenance: Preventative maintenance shall include on-line, telephone service as well as providing on-site service calls as requested by Christian County. Vendor will provide a professional, written or typed maintenance service ticket of each service visit upon completion of the service. The ticket must at a minimum identify time/date, what maintenance was performed, and what parts if any are replaced, repaired, or ordered.	yes
Routine Service Coverage: Routine regular service shall be performed within four (4) business hours of the service request. Routine regular maintenance shall consist of at minimum determining the problem Christian County is experiencing with their machine, fixing the identified problem, and providing all parts and supplies necessary, including replacement of worn parts. This type of routine regular maintenance shall be provided at no additional cost to the monthly maintenance price. In addition, the monthly maintenance price shall include replacement of parts for routine service. If the request is made after noon, then the response time can be counted into the next work-day starting at 8:00 a.m. Some circumstances (e.g., parts availability as determined by troubleshooting over the phone) may result in extensions of this response time as mutually agreed to by the vendor and Christian County, on a case-by-case basis.	yes
Parts and Supply Requirements: The Vendor agrees to supply all parts, materials and supplies necessary to maintain and repair equipment. All parts shall be new and in compliance with manufacturer standards. Reconditioned parts shall not be acceptable unless the part is no longer available and the County has given the vendor its prior approval to use a reconditioned part. The vendor should attempt to locate materials and supplies which are environmentally sound.	yes
Emergency Service: Defined as service performed after 5:00 p.m. weekdays, on Saturdays, Sundays, or state-recognized holidays and if the county identifies the call as an emergency. If needed the vendor will resolve the emergency on site. All emergencies shall be paid at the quoted emergency	yes

Attachment: Pitney Bowes Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

price, which shall be based on actual service. Emergency phone calls, time spent going to and from site, fuel and all other expenses will be included in the quoted price. All parts and supplies necessary to remedy the emergency shall be priced and negotiated before implementation.	yes
Back-up equipment: Regarding equipment that cannot be fixed on site, the vendor has agreed that in the event the vendor determines the equipment needing repair cannot be repaired on site, and if it is anticipated that the equipment cannot be put back into operation within one 8-hour work day, then at Christian County's request, the vendor must provide the county with the same piece of equipment or operational equivalent at no additional charge that would allow the county to continue mailing operations until the equipment being repaired can be put back into service. The vendor shall not remove any equipment from the county without the county's prior authorization, and until the replacement is on site and operational.	yes
Training: The vendor will supply at least two separate two hour training session on site for the various department personnel. Training will involve all aspects of operating the postage machine and troubleshooting.	yes
Optional scale for larger envelopes	yes
Technology that meets postal services new requirements	yes
Capability to upload rates, postage uploads, etc.	yes
tape option	yes

Attachment: Pitney Bowes Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Your Business Information

Customer PO #	Date Prepared: 12/12/2013	Maintenance Agreement #
CHRISTIAN COUNTY COURTHOUSE		
Customer Name	Tax ID # (FEIN/TIN)	
100 W CHURCH ST RM 206	OZARK MO	65721-6901
Billing Address: Street	City	State Zip+4
	()	21109898862
Contact Name	Contact Phone #	Billing ID #
100 W CHURCH ST RM 101	OZARK	MO 65721-6901
Installation Address (If different from billing address): Street	City	State Zip+4
	21109908869	
Fiscal Period (from - to)	Location ID #	Delivery CAN #

Your Business Needs

Qty	Item	Program ID	Description	Unit Price	Discount/Trade-In allowance	Net Price	Annual Maintenance Cos	Equipment* Softwa
1	# AZBD	GWSCA12	Mail Stream Solution - 1 Connect+ 3000 Series WOW	\$10,347.00	\$1.00	\$10,346.00	\$1,425.00	\$0.0
1	APSH	GWSCA12	220/135 LPM Feature	\$897.00	\$0.00	\$897.00	\$0.00	\$0.0
1	1FWW	GWSCA12	10 lb Interfaced Weighing	\$1,022.00	\$0.00	\$1,022.00	\$0.00	\$0.0
1	MSD1	GWSCA12	10 in. Display - Standard Apps Center		\$0.00	\$0.00	\$0.00	\$0.0

Your Service Option(s)

Check off the applicable box for and number of years after the initial 365 day warranty period:

<input type="checkbox"/> New Equipment	<input type="checkbox"/> New Software Maintenance ***
<input type="checkbox"/> New Equipment Maintenance ***	<input type="checkbox"/> New Software Maintenance ***
Please select additional maintenance term for new equipment and software placements.	
<input type="checkbox"/> 2nd Year	<input type="checkbox"/> 3rd Year
<input type="checkbox"/> 4th Year	<input type="checkbox"/> 5th Year

Tax Exempt

- State County City
- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required

***Maintenance on new Equipment and Software starts after the 365 day standard Warranty.

Legacy Equipment Maintenance (1 Year only)

Your Signature Below

By signing below, you agree to be bound by this Sales / Equipment & Software Maintenance Agreement (this "Sales / Maintenance Agreement"). This Sales / Maintenance Agreement is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSPO11-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Sales / Maintenance Agreement, the Agreements will supersede this Sales / Maintenance Agreement.

C112169001

Customer Signature	Date	State's/Entity's Participating Addendum #
JULIA MAPLES	ADMINISTRATOR	COUNTYCOMMISSION@CHRISTIANCOUNTY.GOV
Print Name	Title	Email Address

Sales Information

Aleen Milliser	100	725462	059
Rep Name 1	Split	Rep #	District #
Rep Name 2	Split	Rep #	District #
Confirmation#	Order #	Call-in Date #	

Pick Up Instructions

Demos Trade Ins

Item	S/N	Item	S/N	Item	S/N	Item	S/N
1. 1M00	4273904	3. MP30	0152604	5. 1E00	0005808	7.	
2. DW00	3300593	4. 1D00	0177382	6.		8.	

Special Instructions

Attachment: Pitney Bowes Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)

Your Business Information

Customer PO #	12/12/2013	Date Prepared	Maintenance Agreement #
CHRISTIAN COUNTY COURTHOUSE			
Customer Name	OZARK	MO	65721-6901
100 W CHURCH ST RM 206	OZARK	MO	65721-6901
Billing Address: Street	()	21109898862	
Contact Name	Contact Phone #	Billing ID #	
100 W CHURCH ST RM 101	OZARK	MO	65721-6901
Installation Address (if different from billing address) : Street	City	State	Zip+4
	21109908869		
Fiscal Period (from - to)	Location ID #	Delivery CAN #	

Your Business Needs

Qty	#	Item	Program ID	Description	Unit Price	Discount/ Trade-In allowance	Net Price	Annual Maintenance Cos Equipment* Softwa	
1		AZBE	GWSCA12	Connect+ Mono Printer		\$0.00	\$0.00	\$292.00	\$0.0
1		MW90007	GWSCA12	Connect+ Drop Stacker		\$0.00	\$0.00	\$0.00	\$0.0
1		VS67	PBSPR00	pbSmartPostage Free		\$0.00	\$0.00	\$0.00	\$0.0
1		M9SS	VBS000R	IntelliLink Subscription		\$0.00	\$0.00	\$0.00	\$0.0
1		MW96000	GWSCA12	15lb Scale Platform/Stand		\$0.00	\$0.00	\$0.00	\$0.0
1		MW90650	GWSCA12	Roll Tape Kit		\$0.00	\$0.00	\$0.00	\$0.0
						TOTAL**	\$12,265.00	\$1,717.00	\$0.0

Requested Installation Date

*365 day standard Equipment warranty

** Plus applicable taxes which will be applied at time of bill.

Attachment: Pitney Bowes Postage Meter Bid (1433 : Bid Opening-Postage Machine for County Offices)



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.iqm2.com>

October Term

~ Minutes ~

Monday, December 23, 2013

9:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 9:50 AM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Absent	
Ray Weter	Eastern Commissioner	Present	
Bill Barnett	Western Commissioner	Present	
Norma Ryan	Chief Deputy County Clerk	Present	
Cheryl Mitchell	Assistant	Present	

II. Agenda

Motion/Vote - 9:50 AM County Clerk Kay Brown

Discussion - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell.

Commissioner Ray Weter entertained the motion to approve the Court Order #12-23-2013-01 transferring Cart funds of \$121,094.64 to Bridge and Road Departments.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett
ABSENT:	Lou Lapaglia

Motion/Vote - 10:00 AM Planning & Zoning Administrator Todd Wiesehan

Appointment - Board Appointments John View (Garden Grove District) and Phil Short (Sparta District)

The meeting was attended by Commission Secretary Cheryl Mitchell, and Planning and Zoning Administrator Todd Wiesehan.

The Commission met to appoint John View to the Garden Grove District and Phil Short to the Sparta District. The Commission will send letters to re-appoint them to the Planning and Zoning Board. The appointment expires December 31, 2014.

Commissioner Ray Weter entertained the motion to appoint Phil Short to the Planning and Zoning board.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Ray Weter, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett
ABSENT:	Lou Lapaglia


Motion/Vote -

- Motion to appoint John View to the Planning and Zoning board.
Commissioner Weter entertained the motion to appoint John View to the Planning and Zoning board.

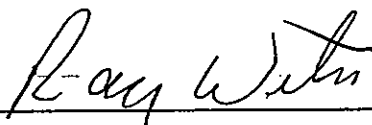
RESULT:	ADOPTED [UNANIMOUS]
AYES:	Ray Weter, Bill Barnett
ABSENT:	Lou Lapaglia

III. Adjournment

The meeting was closed at 10:05 AM
The scheduled agenda for Monday December 23rd, 2013, was completed and the Commission adjourned and will reconvene Monday, December 30th, 2013.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett

CERTIFIED COURT ORDER #12-23-2013-01

The Treasurer is hereby ordered to pay the following entities:

2013 CART

October 2013 Term

Receipt: 24502					
Date: December 19, 2013					
AMOUNT RECEIVED			\$121,094.64	295-420-300	CHECK #
BRIDGE		15.00%	\$18,164.20		
	ROAD MILES				
COMMON 1	297.51	29.67%	\$35,928.78		
COMMON 2	280.69	27.99%	\$33,894.39		
BILLINGS SPECIAL	103.25	10.30%	\$12,472.75		
GARRISON SPECIAL	24	2.39%	\$2,894.16		
OZARK SPECIAL	102.97	10.27%	\$12,436.42		
SELMORE SPECIAL	27.5	2.74%	\$3,317.99		
SOUTH SPARTA SPECIAL	11.1	1.11%	\$1,344.15		
STONESHIRE SPECIAL	5.3	0.53%	\$641.80		
TOTAL ROADS	852.32	100.00%	\$102,930.44		
TOTAL BRIDGE			\$18,164.20		
TOTAL DISBURSED			\$121,094.64		

Absent
Lou Lapaglia, Presiding Commissioner

Bill Barnett
Bill Barnett, Western Commissioner
KAY BROWN
COUNTY CLERK

Ray Weyer
Ray Weyer, Eastern Commissioner

RECEIVED
DEC 23 2013

CHRISTIAN COUNTY TREASURER
KAREN MATTHEWS

Don N
10/21
K

IN TESTIMONY WHEREOF I, have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County, this the 23rd day of December, 2013.

Kay Brown
Kay Brown, Clerk of the County Commission

Attachment: Court Order 12-23-2013 (2) (1440 : Approve Minutes and Financials)



CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissioner

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner

December 23, 2013

John View
351 South Timbercreek
Nixa, MO 65714

Dear John,

The Christian County Commission voted today to reappoint you to the Planning & Zoning Board for the Garden Grove District. Your term will expire December 31, 2014. On January 1, 2015 we will become a first class county and the County Commissioners will be reorganizing the structure of the planning and zoning board according to Missouri State Statute 64.215.

We appreciate your service to us and the citizens of the county. Thank you for your willingness to serve on the Planning & Zoning Board.

Sincerely,

Lou Lapaglia
Presiding Commissioner

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner



CHRISTIAN COUNTY COMMISSION

100 W. Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-581-2112 • Fax: 417-581-5924

Lou Lapaglia
Presiding Commissioner

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner

December 23, 2013

Phil Short
816 Stoneridge Road
Sparta, MO 65753

Dear Phil,

The Christian County Commission voted today to reappoint you to the Planning & Zoning Board for the Sparta District. Your term will expire December 31, 2014. On January 1, 2015 we will become a first class county and the County Commissioners will be reorganizing the structure of the planning and zoning board according to Missouri State Statute 64.215.

We appreciate your service to us and the citizens of the county. Thank you for your willingness to serve on the Planning & Zoning Board.

Sincerely,

Lou Lapaglia
Presiding Commissioner

Bill Barnett
Western Commissioner

Ray Weter
Eastern Commissioner



Christian County Commission

October Term

~ Minutes ~

100 West Church St, Room 100
Ozark, MO 65721
<http://ChristianCountyMO.iqm2.com>

Monday, December 30, 2013

1:15 PM

The Christian County Courthouse

I. Convene

The meeting was called to order at 1:15 PM by Presiding Commissioner Lou Lapaglia

Attendee Name	Title	Status	Arrived
Lou Lapaglia	Presiding Commissioner	Present	1:15 PM
Ray Weter	Eastern Commissioner	Present	1:15 PM
Bill Barnett	Western Commissioner	Present	1:15 PM
Julia Maples	Administrative Assistant	Present	1:15 PM
Kay Brown	County Clerk	Present	1:15 PM

II. Agenda

Motion/Vote - 1:15 PM County Clerk Kay Brown

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Julia Maples.

The County Commission reviewed the minutes for December 19th and December 23, 2013.

Presiding Commissioner Lou Lapaglia called for a motion to approve the minutes.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote -

- Approve Court Order # 12-30-2013-01

The County Clerk presented a court order to transfer funds from Building Bond to the Sheriff's Department in the amount of \$ 193,400.00, leaving a balance of zero.

Presiding Commissioner Lou Lapaglia called for a motion to approve Court Order # 12-30-2013-01, to transfer funds from the Building Bond fund to the Sheriff's Department .

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 1:30 PM Auditor Sam Yarnell

Budget Discussion and Decisions - Commissioners Adopt the Recommended 2014 Budget

The meeting was attended by Commission Secretary Julia Maples.

The County Commission met with County Auditor Sam Yarnell to adopt the 2014 recommended budget.

County Auditor Sam Yarnell said the budget has been laid down for 14 days for the public's viewing. There have been some minor changes but the bottom line has not changed. The remaining funds to be transferred to the Sheriff's Department is completed. The fund transfers from the Building Bond fund has decreased and there was a change of \$ 600.00 for the Extension Office.

Presiding Commissioner Lou Lapaglia called for a motion to approve the 2014 budget for Christian County.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 2:30 PM Sheriff Joey Kyle

Contract - Sign Contract for Inmate Health Care

The meeting was attended by Commission Secretary Julia Maples.

The Commissioners signed the 2014 contract with Co. Health Care, LLC.

Presiding Commissioner Lou Lapaglia called for a motion to approve the 2014 inmate health care contract with Co. Health Care, LLC.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 2:45 PM Christian County Commission

Contract - Renew Maintenance Contract for Commissioners Copier

The meeting was attended by Commission Secretary Julia Maples.

The County Commission approved the contract with Corporate Business Systems for the Commission's Savin C9125 copier for an additional year beginning February 14, 2014 and ending February 14, 2015 for \$ 9.98.

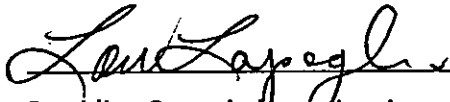
RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ray Weter, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Lou Lapaglia, Ray Weter, Bill Barnett

Motion/Vote - 3:00 PM Postponed

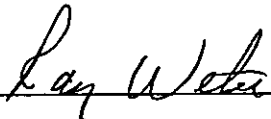
Bid Decision - POSTPONED TILL FURTHER NOTICE (Bid Decision-River Downs West)
The River Downs West Neighborhood Improvement District meeting was postponed until further notice.

III. Adjournment


The meeting was closed at 3:00 PM
The scheduled agenda for Monday, December 30th, 2013, was completed and the Commission adjourned and will reconvene Monday, January 6, 2014.



Presiding Commissioner, Lou Lapaglia



Eastern Commissioner, Ray Weter



Western Commissioner, Bill Barnett

CERTIFIED COURT ORDER # 12-30-2013-01

STATE OF MISSOURI

} ss.

COUNTY OF CHRISTIAN

October 2013 Term,

In the Christian County Commission of said County, on the 30th day of December 2013, the following, among other proceedings, were had, viz:

The Treasurer is hereby ordered to transfer in the amount of \$ 193,420.00 from Building Bond to the following:

COLE (Leaving a balance of \$ 0.00)

Lou Lapaglia
Lou Lapaglia, Presiding Commissioner

Bill Barnett
Bill Barnett, Western Commissioner

Ray Weter
Ray Weter, Eastern Commissioner

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Seal of said Commission, at my office in Christian County this, the 30th day of December, 2013.

Kay Brown
Clerk of the Christian County Commission

Attachment: Court Order # 12-30-2013-01 (1443 : Approve Minutes and Financials)