

**OFFICIAL
COMMISSION MINUTES
APRIL 6TH – 1ST DAY OF
THE APRIL ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Hearing Room with Mike Scofield (present), Brandon Williams (present), and Sheila Wyatt (present).

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Mike Scofield called the meeting to order at 9:02 a.m.

COMMISSION REMARKS

Commissioner Brandon Williams thanked the local news media on publishing accurate information and not causing panic. Commissioner Sheila Wyatt also thanked the media for reporting accurate information. Presiding Commissioner Scofield thanked the Health Department for the work in which they do.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Williams moved to approve Checks #458600 through Checks #458603, Checks #458605 through Checks #458656 and no Warrants and two Transfers or Journal Entries. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye). Check #458604 is being held for discussion.

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Executive Session Minutes from March 30th, 2020. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

WATER WELL AND ELECTRIC METER SHARING AGREEMENT (RELATING TO MINCY PARK) #20-035CM

Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Shared Well and Electric Meter Agreement at 124 Howe Park Road, Mincy Park, by between Taney County and John C. and Katherine A. Anderson. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

**SHARED WELL AND ELECTRIC METER AGREEMENT
124 HOWE PARK ROAD/MINCY PARK**

THIS AGREEMENT, made and entered into this 16th day of April, 2020 (“Effective Date”), by and between John C. and Katherine A. Anderson, and their heirs, successors and assigns (hereinafter “Grantor”), and the Taney County Commission on behalf of Taney County, Missouri (collectively hereinafter “Grantees”).

WHEREAS, Grantor is the owner of certain real estate commonly known as 124 Howe Park Road, Kirbyville, Missouri 65679 and as described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Real Estate”); and

WHEREAS, Grantee is the owner of certain real estate described commonly known as Mincy Park and as described in Exhibit B, which is attached hereto and incorporated herein by reference (“Mincy Park”); and

WHEREAS, there is currently a water well located on the Real Estate, together with water distribution facilities, hereinafter referred to as “water distribution system,” for the purpose of supplying water to the Real Estate and Mincy Park; and

WHEREAS, White River Valley Electric Cooperative, Meter #73022, is assigned to Grantee and supplies electricity to Mincy Park as well as the water well which is the subject of this Agreement; and

WHEREAS, the undersigned parties deem it necessary to provide a water well and electric meter sharing agreement to service the tracts described herein, on the terms set forth in this Agreement relative to supplying water from the well currently located on the Real Estate and the cost of supplying said water; and

WHEREAS, it is the intention and purpose of the undersigned parties that the water well and electric meter shall be used and operated to provide an adequate supply of water for each of the properties connected thereto, for the use of the respective owners of said properties, and to assure the continuous and satisfactory operation and maintenance of the water well and electric meter for the benefit of the present and future owners, their heirs, successors and assigns of the properties connected thereto; and

NOTICE OF RENEWAL – CORRUGATED STEEL CULVERTS #20-036RB

VIEBROCK SALES & SERVICES, LLC 20-036RB (a) (Primary)

Commissioner Williams moved to approve the Notice of Renewal by and between Taney County and Viebrock Sales and Services. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-036RB(a)

NOTICE OF RENEWAL

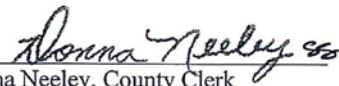
To: Viebrock Sales & Services, LLC, Wesley Wells, Manager, 30025 Highway 65, Sedalia, Missouri 65301

Notice is given that the County of Taney, Missouri agrees to renew the Corrugated Steel Culverts Agreement with Viebrock Sales & Services, LLC, commencing April 1, 2020, for a period of one (1) year, which will expire on March 31, 2021. A copy of the Agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 4/6/2020

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 4/7/2020

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: 
David Clark, Taney County Auditor

Date: 4/6/2020

METAL CULVERTS, INC. #20-037RB (b) (Secondary)

Commissioner Williams moved to approve the Notice of Renewal by and between and Metal Culverts, Inc. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-036RB(b)

NOTICE OF RENEWAL

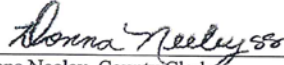
To: Metal Culverts, Inc., Michael Rackers, Manager of Sales, P.O. Box 330, Jefferson City, Missouri 65102

Notice is given that the County of Taney, Missouri agrees to renew the Corrugated Steel Culverts Agreement with Metal Culverts, Inc., commencing April 1, 2020, for a period of one (1) year, which will expire on March 31, 2021. A copy of the Agreement is attached hereto as Exhibit A.


Mike Scofield, Presiding Commissioner

Date: 4/6/2020

ATTEST: I, Donna Neeley, as the Clerk of the Taney County Commission hereby attest that the above Notice of Renewal was executed by Taney County Presiding Commissioner, Mike Scofield, pursuant to a duly passed motion of the Taney County Commission approving the above agreement.

By: 
Donna Neeley, County Clerk

Date: 4/7/2020

Certification of Accounting Officer pursuant to Section 50.660RSMo:

The undersigned, as Budget and Accounting Officer for the County of Taney, certifies that there is a balance otherwise unencumbered in the county treasury to the credit of the appropriation to which the financial obligation imposed upon the county by this Notice of Renewal is to be charged, and there is a cash balance otherwise unencumbered in the county treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligations scheduled to be incurred under this Notice of Renewal.

By: 
David Clark, Taney County Auditor

Date: 4/6/2020

AGREEMENT FOR PROPANE #20-037RB

Presiding Commissioner Scofield referenced a letter from their attorney.

FERRELLGAS, L.P. (PRIMARY) #20-037RB (a) (Primary)

Commissioner Williams moved to approve the Agreement for Propane Primary by and between Taney County and Ferrellgas L.P. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-037RB(a)

AGREEMENT FOR PROPANE (Primary)

THIS AGREEMENT dated the 31st day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and Ferrellgas, L.P. of Nixa, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of propane for all Taney County facilities using propane ("Product"), shall include the Contractor's bid response to County's Request For Bid # 202002-442 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Contractor agrees to sell and deliver Product as primary contractor, as provided under this Agreement the price of which shall not exceed the price as quoted in attached bid response of: \$0.899 per gallon including delivery, no tank charges, with the following stipulation. The total Contract Price is subject to a maximum increase of 5% during the term to allow for unexpected propane pricing fluctuations, but only during a period in which the price to contract for Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, delivery, or unreasonable delays of any nature the County may place orders with the Secondary Awarded Vendor.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months subject to the provisions for termination specified below. This agreement may only be extended by the order of the County for two (2) additional one (1) year periods subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202002-442. Billings and invoices may only include the prices provided for via Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

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

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or

AMERIGAS PROPANE, L.P. #20-037RB (b) (Secondary)

Commissioner Williams moved to approve the Agreement for Propane Secondary by and between Amerigas L.P. and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

No. 20-037RB(b)

AGREEMENT
FOR
PROPANE
(*Secondary*)

THIS AGREEMENT dated the 31st day of March 2020 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and AmeriGas Propane, L.P. of King of Prussia, Pennsylvania (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement for the purchase of propane for all Taney County facilities using propane ("Product"), shall include the Contractor's bid response to County's Request For Bid # 202002-442 and any applicable addenda which are attached hereto and incorporated herein by reference. Service or product data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. Contractor agrees to sell and deliver Product as secondary contractor, as provided under this Agreement, the price of which shall not exceed the price as quoted in attached bid response of: \$1.14 per gallon including delivery, no tank charges, with the following stipulation. The total Contract Price is subject to a maximum increase of 5% during the term to allow for unexpected propane pricing fluctuations, but only during a period in which the price to Contract for Product increases. This is an absolute maximum allowed during the term of this Agreement. If certain unusual circumstances occur specific to Product availability, delivery, or unreasonable delays of any nature, by both Primary and Secondary suppliers, the County may explore all other available options to acquire needed product.

3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for 12 months subject to the provisions for termination specified below. This agreement may only be extended by the order of the County for two (2) additional one (1) year periods subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response. This agreement may be renewed thereafter on a month to month basis for up to six months in the event the County is unable to re-bid and award a new contract prior to expiration.

4. Billing and Payment. All billing shall be invoiced with specific department information and include bid reference #202002-442. Billings and invoices may only include the prices provided for via Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

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

VACATION AND REALIGNMENT OF A PORTION OF PROTEM CEDAR CREEK ROAD

Devin Huff, Road and Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney. Commissioner Williams read the Notice of Intent to Vacate and Order of Taney County.

Commissioner Williams moved to approve the Notice of Intent to Vacate and Order. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

NOTICE OF INTENT TO VACATE AND ORDER OF THE TANEY COUNTY, MISSOURI COMMISSION

WHEREAS, the County Commission has caused the County Highway Engineer and County Road and Bridge Department to view a certain portion of Protem Cedar Creek Road between Cedar creek, Missouri, and Protem, Missouri (referred to herein as the "Protem Cedar Creek Realignment") and to report on the practicability of the proposed re-location and re-alignment of a certain portion of Protem Cedar Creek Road, as depicted in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the County intends to procure certain real estate in order to perform the re-location and re-alignment of that certain portion of Protem Cedar Creek Road as depicted in Exhibit A; and

WHEREAS, the County has ordered the performance of the re-location and re-alignment work described above, and the County Commission hereby finds satisfactory proof that Protem Cedar Creek Road will be re-located and re-aligned in such manner as to be equally convenient to travelers and the public will not be in any manner injured by the re-location and re-alignment of Protem Cedar Creek Road, as depicted in Exhibit A and as legally described in Schedule 2 to Exhibit A and the vacation of the existing roadway depicted in Exhibit A and as legally described in Schedule 1 to Exhibit A; and

WHEREAS, based upon the foregoing, the County Commission intends to consider an order vacating a portion of the existing Protem Cedar Creek Road depicted in Exhibit A, and as legally described in Schedule 1 to Exhibit A at the next term of the Commission;

NOW, THEREFORE, the County Commission of Taney County, Missouri, orders, as follows:

1. Incorporation. Each and every finding set forth in the whereas clauses set forth above are incorporated herein by reference.
2. Notice. Notice to enclose the land through which a portion of the existing Protem Cedar Creek Road ("Road") runs, and to turn such Road on the respective property owners' lands shall be given by printed or written handbills put up in three or more public places in such townships in which the Road is located, one of which shall be put up at the beginning of the Road, and one at the termination of the Road, at least twenty (20) days before the first day of the next regular term of the County Commission to which the Order vacating the Road is to be considered, which notice shall apply to and be binding upon all persons and corporations whatsoever having any interest in or title to the lands, or any part thereof, over which said Road may run. A copy of said Notice is attached hereto as Exhibit B and incorporated herein by reference.
3. Order to Vacate. At the subsequent term of the County Commission, the County Commission shall consider making the Order to Vacate Portion of Protem Cedar Creek Road,

TANEY COUNTY HAZARD MITIGATION PLAN UPDATE

Melissa Duckworth, Emergency Management Administrative Support, was present.

Commissioner Williams moved to approve the Letter for Support for Taney County Hazard Mitigation Plan Update. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

TANEY COUNTY SPRING CLEAN-UP DISCUSSION

Devin Huff, Road and Bridge Administrator, was present.

Commission postponed the Spring Clean Up for June 12th and 13th, 2020.

FILL DIRT AGREEMENT – CHANCE HENSON

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Chance Henson and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT

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

WITNESSETH:

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

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

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

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

General Provisions.

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

Term and Notice.

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

Hold Harmless

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

If 3 loads or less needs approval of the County Highway Administrator only.

Devin Huff
Devin Huff County Highway Administrator

3-31-2020
Date:

FILL DIRT AGREEMENT – TIM KEYS

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and Tim Keys. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

FILL DIRT AGREEMENT

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

WITNESSETH:

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

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

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

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

General Provisions.

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

Term and Notice.

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

Hold Harmless

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

If 3 loads or less needs approval of the County Highway Administrator only.

Devin Huff
Devin Huff County Highway Administrator

4-1-2020
Date:

GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT – OF – WAY (PATRICK R. FINKBONE)

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve the Grant of Perpetual Easement for Public Right-of-Way by and between Patrick Finkbone and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY

PATRICK R. FINKBONE, a married person, of the County of Taney in the State of Missouri, hereinafter referred to as “GRANTOR”, on this 18 day of March, 2020

grants and conveys unto

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

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, does hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a perpetual easement and right-of-way to locate, construct, maintain, remove, operate, replace and repair and improve the public roads now known as Round Mountain Road and Goodnight Hollow Road for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to the installation of curbs and gutters, over, upon, under and through the described tract of land laying and being situated in the County of Taney and Sate of Missouri, *and which is legally described as set forth in Attachment “A” to this easement document, and is incorporated herein by reference as though fully set out.*

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

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed this 18 day of March, 2020

X 

Patrick R. Finkbone

X 

Sabrina C. Finkbone

GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT – OF – WAY (DANIEL & MARGARET SWINDLE)

Devin Huff, Road and Bridge Administrator was present.

Commissioner Williams moved to approve the Grant of Perpetual Easement for Public Right-of-Way by and between Daniel and Margaret Swindle, husband and wife, and Taney County.

Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY

DANIEL SWINDLE and MARGARET SWINDLE, husband and wife, of the County of Taney in the State of Missouri, hereinafter referred to as “GRANTORS”, on this 10 day of March, 2020

grant and convey unto

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

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, do hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a perpetual easement and right-of-way to locate, construct, maintain, remove, operate, replace and repair and improve the public roads now known as Round Mountain Road and Goodnight Hollow Road for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to the installation of curbs and gutters, over, upon, under and through the described tract of land laying and being situated in the County of Taney and Sate of Missouri, *and which is legally described as set forth in Attachment "A" to this easement document, and is incorporated herein by reference as though fully set out.*

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

IN WITNESS WHEREOF, the said GRANTORS have caused these presents to be executed this 20 day of March, 2020

x *Daniel Swindle*

Daniel Swindle

x *Margaret Swindle*

Margaret Swindle

GRANT OF PERPETUAL EASEMENT FOR PUBLIC RIGHT – OF – WAY (MBSS, LLC)

Commissioner Williams moved to approve the Grant of Perpetual Easement for Public Right-of-Way by and between MBSS LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye) and Wyatt (aye).

GRANT OF PERPETUAL EASEMENT FOR PUBLIC ROAD RIGHT-OF-WAY

MBSS, LLC, a Missouri Limited Liability Company, of the County of Greene in the State of Missouri, hereinafter referred to as “GRANTOR”, on this 12 day of March, 2020

grants and conveys unto

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

for and in consideration of One Dollar (\$1.00) and other good and valuable consideration received, the receipt of which is hereby acknowledged, and for the advantages to be gained from the existence of such road improvements, does hereby grant, bargain, sell, transfer, and confirm unto GRANTEE, its successors, heirs and assigns, a perpetual easement and right-of-way to locate, construct, maintain, remove, operate, replace and repair and improve the public roads now known as Round Mountain Road and Goodnight Hollow Road for the passage of vehicular and pedestrian traffic and for all uses incident thereto, including but not limited to the installation of curbs and gutters, over, upon, under and through the described tract of land laying and being situated in the County of Taney and Sate of Missouri, *and which is legally described as set forth in Attachment “A” to this easement document, and is incorporated herein by reference as though fully set out.*

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

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be executed this 12th day of March, 2020

MBSS, LLC, a Missouri Limited Liability Company

By:

X 

Print Name/Title:

Steve Gaine, Managing member of MBSS LLC

BUDGET DISCUSSION

David Clark, Auditor, and Mona Cope, Collector, were present.

Discussion ensued.

RECESS: 9:54 A.M.

EXECUTIVE SESSION: 10:24 A.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(3) (LEGAL & PERSONNEL)

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams, and Commissioner Wyatt.

Also present: Scott Terpening, Building & Grounds.

See the Executive Session Minutes for any motions made or votes taken.

END OF EXECUTIVE SESSION: 10:47 A.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Scofield, Commissioner Williams and Commissioner Wyatt.

Also present: Shanna Tilley, Administrative Assistant.

The commission met with their staff to review the day's business and go over the agenda requests.

ADJOURNMENT:

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ADJOURN

11:02 A.M.

The minutes were taken by Mike Scofield, Presiding Commissioner, and Kim Lovelace, Deputy Clerk, and typed by Kim Lovelace, Deputy Clerk.

