

**OFFICIAL  
COMMISSION MINUTES  
OCTOBER 17<sup>th</sup>, 2022 -4<sup>TH</sup> DAY OF  
THE OCTOBER 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 9:05 a.m.

**COMMISSION REMARKS**

None

**ACCOUNTS PAYABLE**

Commissioner Wyatt moved to approve Checks #469263 through Check #469281, Checks #469283 through Check #469317, Warrants #8003 through Warrant #8005 and two Journal Entries/Transfers. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*Commissioner Wyatt left the meeting at 9:06 a.m.*

Commissioner Williams moved to approve Check #469282. Presiding Commissioner Scofield seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (absent).

*Commissioner Wyatt enters the meeting at 9:06 a.m.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

Commissioner Williams moved to approve Regular Session Minutes for October 11<sup>th</sup>, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

Commissioner Williams moved to approve Executive Session Minutes for October 11<sup>th</sup>, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PUBLIC HEARING FOR PROPOSED REZONING REQUESTS**

Scott Starrett, Planning & Zoning Administrator, and Presley Cozort, Permit Technician and Planning & Zoning Coordinator, were present.

-10-17-2022-01

The following individuals appeared in front of the Commission in reference to Order #10-17-2022-01:

- Collin Cory – Applicant and property owner on Amherst Road in Longview Subdivision.
- Rod Glaze – 195 Amherst Rd. Branson Mo, 65616

Commissioner Wyatt moved to approve Order #10-17-2022-01 from Single Family R1 to NR1. Commissioner Williams seconded with discussion. Commissioner Williams seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

ORDER NUMBER: 10-17-2022-01

ORDER of the  
TANEY COUNTY COMMISSION  
FORSYTH, MISSOURI

DATE: October 17, 2022

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on October 11, 2022, the Taney County Planning Commission has recommended approval with the contingency that the rezone request not be effective until the ~~one-hundred sixty (160) plus lots~~ in application #RZ2022-026 of the Longview Subdivision platted at Book 2 Page 8, be amended to no ~~more than twenty (20) lots total~~ with road right of ways platted to a fifty (50) foot right of way where possible due to some lots are not part of the rezone request and are under separate ownership, to amend the Zoning District map grid numbers I18 and J18, Scott Township, ~~from R-1 Single Family Residential District to NR-1 Single Family Nightly Rental District~~, parcel numbers: see below, located off Amherst Road, Branson, Missouri, and

NOW, THEREFORE, on this 17th day of October 2022, at a duly called meeting of the Taney County Commission, having received the recommendation of the Planning Commission and, after public notice, and in open session, upon motion made to Approve, and seconded, the Taney County Commission voted 5 in favor and 0 opposed to amend the Taney County, Missouri Zoning District map I18 and J18, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

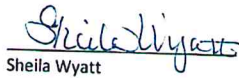
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District TO BE amended as follows and pursuant to the information below:


Parcel Number	Location	Map Grid #	Township	Zoning District
17-2.0-04-001-006-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-007-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-003.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-005.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-008-007.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-010-001.000	Amherst Road	I18 & J18	Scott	NR-1
17-2.0-04-001-011-001.000	Amherst Road	I18	Scott	NR-1
17-2.0-04-001-012-001.000	Amherst Road	I18	Scott	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 17th day of October 2022, and a copy of the Order shall be filed in the office of the Planning & Zoning.

TANEY COUNTY COMMISSION

  
Mike Scofield  
Presiding Commissioner

  
Sheila Wyatt  
Commissioner, Eastern District

  
Brandon Williams  
Commissioner, Western District

ATTEST:

  
Donna Neeley, County Clerk 10/17/2022

-10-17-2022-02

The following individuals appeared in front of the Commission in reference to Order #10-17-2022-01:

- David Cope - Applicant for 1364 Bee Creek Rd. Branson, Mo., Bluebird Apartments.
- Tracy Lightfoot – Lightfoot & Youngblood Real Estate.
- Andrea Turner – 151 Deerfield Ln. Branson, Mo.
- Devin Huff, Road & Bridge Administrator.

Presiding Commissioner Scofield moved to approve Order #10-17-2022-02 from Agriculture 1 to Multi-Family Residential – from A1 to R3. Motion died for a lack of second.

Commissioner Williams moved to deny Order #10-17-2022-02. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (nay), Williams (aye), and Wyatt (aye).

ORDER NUMBER: 10-17-2022-02

ORDER of the  
TANEY COUNTY COMMISSION  
FORSYTH, MISSOURI

DATE: October 17, 2022

SUBJECT: Zoning District Amendment

WHEREAS, Taney County, Missouri desires to coordinate physical development in accordance with its present and future needs; so as to conserve the natural resources of the County, to insure efficient expenditure of public funds and to promote the health, safety, convenience, prosperity and general welfare of its inhabitants; and

WHEREAS, the Planning Commission has held public hearings in order to obtain public input concerning an amendment to the Taney County, Missouri Zoning District map, in accordance with the requirements of Chapter 64 and Section 64.863 of the Missouri Revised Statutes; and

WHEREAS, on October 11, 2022, the Taney County Planning Commission has recommended the amendment to the Zoning District map grid numbers H17 and H18, Branson Township, from A-1 Agricultural District to R-3 Multi-Family Residential District, requested by Bluebird Mountain Apartments LLC, parcel number: 08-5.0-21-000-001-014.000, located at 1364 Bee Creek Road, Branson, Missouri, and

NOW, THEREFORE, on this 17th day of October 2022, at a duly called meeting of the Taney County Commission, having received the recommendation of the Planning Commission and, after public notice, and in open session, upon motion made to Deny and seconded, the Taney County Commission voted 2 in favor and 1 opposed to amend the Taney County, Missouri Zoning District map H17 and H18, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

NOT BE

IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District \_\_\_\_\_ amended as follows and pursuant to the information below:


Parcel Number	Location	Map Grid #	Township	Zoning District
08-5.0-21-000-001-014.000	1364 Bee Creek Rd	H17 and H18	Branson	R-3

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 17th day of October 2022, and a copy of the Order shall be filed in the office of the Planning & Zoning.

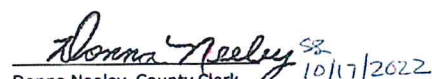
TANEY COUNTY COMMISSION

  
Mike Scofield  
Presiding Commissioner

  
Sheila Wyatt  
Commissioner, Eastern District

  
Brandon Williams  
Commissioner, Western District

ATTEST:

  
Donna Neeley, County Clerk 10/17/2022

**COURT ORDERS**

Wesley Shoemaker, Deputy Clerk, was present.

Commissioner Williams moved to approve the abatement under Exhibit "A" dated October 17<sup>th</sup>, 2022. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

PP PAID ABATEMENTS											
AbNumber	AbYear	Status	Date	Account	Name	Reason	EndVal	AdjVal	Approved	Denied	Tabled
300365	2021	PENDING	2022-10-06	1-69727-900	GIBSON HARRY J & OPAL JEANETTE	CLAIMED WRONG YEAR VEHICLE	12350	-790			

**AGREEMENT FOR PRINTING + MAILING + EMAIL SERVICES #22-111AS**

Susan Chapman, Assessor, was present.

Commissioner Williams moved to approve the agreement by and between Master Touch LLC, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-111AS

Agreement  
for  
Printing, Mailing & Email Services

THIS AGREEMENT dated the 17<sup>th</sup> day of October 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and The Master's Touch, LLC, a Washington limited liability company (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 printing, mailing & email services for the Taney County Assessor's Office, shall include the Contractor's bid response to County's Request For Bid # 202208-506 ("RFB"), the Bid Worksheet and any applicable addenda which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Services 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. Services, and/or any/all required products, provided under the Contract Documents and this Agreement shall not exceed the final cost of: \$40,468.25 plus the per unit price of any quantities in excess of those set forth in Exhibit A, and any quantities in excess of 6,000 for the item descriptions set forth in Section 4 of Exhibit A, as quoted in attached bid response. If certain unusual circumstances occur specific to Services or product availability, the County may consider all options – including the next lowest Bidder.
3. Contract Duration. This agreement shall commence on the date it is fully executed and extend for a period of one (1) year thereafter, subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date only by order of the County for one year subject to the pricing clauses 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 #202208-506 for tracking. Billings and invoices may only include the prices provided for in this 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 contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

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**AGREEMENT FOR DAY CAB SEMI TRUCK #22-110RB**

Devin Huff, Road & Bridge Administrator, was present. Presiding Commissioner Scofield referenced a letter from their attorney.

Commissioner Williams moved to approve the Agreement for Day Cab Semi Truck by and between Ozark Kenworth Inc. dba MHC Kenworth and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

No. 22-110RB

Agreement  
For  
Day Cab Semi Truck

THIS AGREEMENT dated the 17<sup>th</sup> day of October 2022 is made between Taney County, Missouri, a political subdivision of the State of Missouri ("County") and Ozark Kenworth Inc. dba MHC Kenworth of Leawood, Kansas ("Contractor").

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

1. Contract Documents. The contract documents to this Agreement for the purchase of a day cab semi truck ("Equipment") shall include the Contractor's bid response to County's Request For Bid #202209-508 and any applicable addenda. All such documents shall constitute the "Contract Documents", which are attached hereto as Exhibit A and incorporated herein by reference. Service or product data, specifications and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of 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. Equipment purchased under this Agreement shall not exceed the costs as quoted in Contractor's bid response, as fully attached. The County agrees to purchase from the Contractor and the Contractor agrees to supply the County the Equipment per the Contractor's bid response, and for the prices set forth in the Contractor's bid response, and as ordered by County, however, in no event shall the total price paid by County exceed the total bid price of \$200,033.00, excluding FET. If certain unusual circumstances occur specific to delivery, or product availability, the County may consider the next lowest bid response.
3. Contract Duration. This Agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties, subject to the provisions for termination specified below. This Agreement may only be extended by the order of the County subject to the pricing and delivery clauses agreed to and offered by the Contractor's bid response.
4. Billing and Payment. All billing shall be invoiced with specific department information and include bid number 202209-508 for tracking. Billings and invoices may only include the prices provided for in this 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 contractual agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

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**FILL DIRT AGREEMENT – TONY AND STACEY GREEN**

Devin Huff, Road & Bridge Administrator, was present.

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

*Unlimited*

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with Tony & Stacey Green (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

10-12-2022  
Date:

**FILL DIRT AGREEMENT – DAVID AND KARYN VICH**  
Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Fill Dirt Agreement by and between Taney County and David and Karyn Vich. Commissioner Wyatt seconded the motion with discussion. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

*unlimited*

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with *David and Karyn Vich* (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

*10-12-2022*  
Date:

**FILL DIRT AGREEMENT – TERRY AND SYDNEY HOWE**  
Devin Huff, Road & Bridge Administrator, was present.

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

UNLm:ted

**FILL DIRT AGREEMENT**

COMES NOW the Taney County Commission on behalf of Taney County, Missouri, (hereinafter "Taney County") and enters into this agreement with TERRY & SYDNEY HOWE (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

10-12-2022  
Date:



**PERPETUAL DRAINAGE EASEMENT – BROOKSIDE 30, LLC**  
Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Perpetual Drainage Easement by and between Brookside 30, LLC and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

**PERPETUAL DRAINAGE EASEMENT**

THIS INDENTURE, made this 12 day of October, 2022, by and between BROOKSIDE 30, LLC, a Missouri Limited Liability Company, of the County of Greene, State of Missouri, hereinafter called "Grantor" (whether singular or plural), and TANEY COUNTY, MISSOURI, c/o Taney County Commission, a body politic and corporate, hereinafter called "Grantee." The mailing address of the Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH, that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interests in real estate in the County of Taney, State of Missouri, to wit:

See Attachment "A".

TO HAVE AND TO HOLD the same for use as a drainage way for surface water runoff, and for constructing and maintaining such drainage ways, channels, and bank stabilization structures together with all appurtenances necessary for the proper conveyance of surface water runoff and for protection of the embankment for Sims Road and Swan Creek, or for such other purposes hereinabove set out, together with all and singular rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto the Grantee.

Said Grantor hereby covenants that no fences, buildings, or other obstructions which would prohibit the passage of surface water will be constructed in said drainage easement; and that no alteration of grades will be made in said easement without the written consent of the Grantee.

Said Grantor further covenants it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by the said Grantor or those under whom said Grantor claims; and that said Grantor will warrant and defend the title to said premises unto said Grantee and unto its successors and assigns forever against the lawful claims and demands of all persons whomsoever, except the lien of taxes for the current year.

IN WITNESS WHEREOF, the said Grantor has executed the above the day and year first above written.

Grantor:

Brookside 30, LLC, a Missouri Limited Liability Company

By: Clyde L. LORANCE  
Print Name/Title: MANAGING MEMBER  
Clyde L. LORANCE

**TEMPORARY CONSTRUCTION EASEMENT – BROOKSIDE 30, LLC**  
Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve the Temporary Construction Easement by and between Brookside 30, LLC, and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Scofield (aye), Williams (aye), and Wyatt (aye).

THIS INDENTURE, made this 17 day of October, 2022 by and between BROOKSIDE 30, LLC, a Missouri Limited Liability Company, of the County of Greene, State of Missouri ("Grantor") and Taney County, Missouri, c/o Taney County Commission, a body politic and corporate ("Grantee"). The mailing address of Grantee is P.O. Box 1086, Forsyth, Missouri 65653.

WITNESSETH: that said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, to said Grantor in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does by the presents grant, bargain and sell, convey and confirm unto the said Grantee, its successors and assigns, the following described interest in real estate in the County of Taney, State of Missouri, to wit:

(SEE ATTACHMENT "A" FOR DESCRIPTION OF THE TEMPORARY EASEMENT AREA)

TO HAVE AND TO HOLD said Temporary Easement Area for the purposes herein set out, together with all and singular the rights, privileges, appurtenances and immunities thereto belonging, or in anywise appertaining, unto said Grantee, its successors and assigns; said Grantee, its successors, assigns, agents, contractors, subcontractors and employees shall have the right to enter upon said Temporary Easement Area for a work area in order to perform construction activities and grading in connection with public road and bridge improvements, including the right to park vehicles and to store tools, equipment, materials, supplies and machinery; Grantor warranting that it has good title to the property and the right to convey the easement interest stated herein, and Grantor agreeing to warrant and defend Grantee's rights in the easement against the lawful claims and demands of all persons whomsoever.

By acceptance of this conveyance, said Grantee hereby covenants on its behalf, and on the behalf of its successors and assigns, that it will for the benefit of Grantor, Grantor's successors and assigns, restore the Temporary Easement Area as nearly as reasonably possible to the same condition in which it existed immediately prior to Grantee's construction activity. Grantee further covenanting in this regard that it will, among other things (1) insofar as reasonably possible cause any excavation upon the Temporary Easement Area to be backfilled and graded to the original grade or to design grades according to approved plans; (2) remove, insofar as reasonably possible, all debris resulting from construction; (3) cause the re-seeding of any disturbed area; (4) provide, at reasonable times during construction, access to the public street where any excavation upon the Easement Area might otherwise interfere therewith; and (5) that it will replace any improved walkway, drive, fence or retaining wall damaged or destroyed by construction.

**UNIVERSITY OF MISSOURI EXTENSION UPDATE**

Jenni Nevatt, Missouri Extension County Engagement Specialist, updated the Commission on the Missouri Extension programs.

**RECESS: 10:35 A.M.**

**EXECUTIVE SESSION: 10:50 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.

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

**END OF EXECUTIVE: 12:03 P.M.**

**DAILY STAFF REVIEW AND AGENDA REQUEST**

*(Taney County Commission Conference Room)*

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

Also present: Shanna Tilley, Administrative Assistant, and Nick Plummer.

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: 12:09 P.M.**

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