

**OFFICIAL
COMMISSION MINUTES
JULY 17th, 2023 – 4th DAY OF
THE JULY ADJOURN TERM**

FORMAL AGENDA

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

PUBLIC COMMENT

None.

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 9:04 a.m.

COMMISSION REMARKS

None.

APPROVAL OF ACCOUNTS PAYABLE

Commissioner Wyatt moved to approve Checks #472367 through Check #472458, Warrant #8184 through Warrant #8190 and one Journal Entry/Transfer. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

APPROVAL OF PAYROLL

Commissioner Williams moved to approve payroll. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL OF PREVIOUS MEETING MINUTES

Commissioner Williams moved to approve Regular Session Minutes for July 10th, 2023 and Executive Session Minutes for July 10th, 2023. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (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.

2935 STATE HWY 265, OLIVER TOWNSHIP

The following individuals appeared in front of the Commission in reference to Order #07-17-2023-02:

- Jeff Wait, 130 Forest Bluff Dr. Walnut Shade, Mo.
- Adele Groote, 471 Table Rock Heights, Hollister, Mo.

Commissioner Williams moved to approve Resolution #RZ2023-011 changing the zoning from A-1 Agricultural to NR-1 single family nightly rental. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER NUMBER: 07-17-2023-02

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: July 17, 2023

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 July 10, 2023, the Taney County Planning Commission recommended the amendment to the Zoning District map grid number L15, Oliver Township, from A-1 Agricultural District to NR-1 Single Family Nightly Rental District, requested by Cole Currier and Jeffery Wait, parcel number: 18-7.0-26-001-003-001.002, located at 2935 State Hwy 265, Hollister, Missouri and

NOW, THEREFORE, on this 17th day of July 2023, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Approve and seconded, the Taney County Commission voted 3 in favor and 0 opposed to amend the Taney County, Missouri Zoning District map L15, 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 A-1 amended as follows and pursuant to the information below:

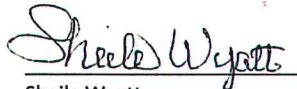
<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
18-7.0-26-001-003-001.002	2935 State Hwy 265	L15	Oliver	NR-1

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 17th day of July 2023, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION



Nick Plummer
Presiding Commissioner



Sheila Wyatt
Commissioner, Eastern District



Brandon Williams
Commissioner, Western District

ATTEST:



Stephanie Spencer, County Clerk 7/18/2023



514 SKYLINE RD, BRANSON, MO & 518 SKYLINE RD, BRANSON, MO

The following individuals appeared in front of the Commission in reference to Orders #06-19-2023-01 & #06-19-2023-02:

- Jason Hyde, 518 Skyline Rd. Branson, Mo.
- Brad Youngblood, 395 Denver Rd. Branson, Mo.
- Becky Penrod, 748 Skyline Rd. Branson, Mo.
- Terry Colvin, 988 Skyview Dr. Branson, Mo.
- James Webb, 1231 Skyline Dr. Branson, Mo.
- Anne Allman, 194 Lone Pine Rd, Branson, Mo.
- Brenda Coe and Jack Coe, 1201 Skyview Dr. Branson, Mo.
- Adam Zimmerman, 195 Black Oak Dr. Branson, Mo.
- Susan Chapman, Assessor
- Lori Cathcart, 1245 Skyview Dr.
- Vonnetta Dougan, 215 Lone Pine Rd. Branson, Mo.

Commissioner Williams moved to deny Orders #06-19-2023-01 and #06-19-2023-02.

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

514 SKYLINE ROAD

ORDER NUMBER: 06-19-2023-01

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: July 17, 2023

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 June 12, 2023, the Taney County Planning Commission did not recommended the amendment to the Zoning District map grid number J14, Branson Township, from R-2 One and Two Family Residential District to NR-3 Multi-Family Nightly Rental District, requested by Legacy Missouri Partners LLC, parcel number: 18-2.0-10-004-001-028.000, located at 514 Skyline Road, Branson, Missouri and

NOW, THEREFORE, on this 17th day of July 2023, at a duly called meeting of the Taney County Commission, having received the Resolution from the Planning Commission, and, after public notice, and in open session, upon motion made to Deny and seconded, the Taney County Commission voted 3 in favor and 0 opposed to amend the Taney County, Missouri Zoning District map J14, 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 _____ amended as follows and pursuant to the information below:

Table with 5 columns: Parcel Number, Location, Map Grid #, Township, Zoning District. Row 1: 18-2.0-10-004-001-028.000, 514 Skyline Road, J14, Branson, NR-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 July 2023, and a copy of the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION

Nick Plummer
Presiding Commissioner

Sheila Wyatt
Commissioner, Eastern District

Brandon Williams
Commissioner, Western District

ATTEST:

Stephanie Spencer, County Clerk 7/18/2023



518 SKYLINE ROAD

ORDER NUMBER: 06-19-2023-02

**ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI**

DATE: July 17, 2023

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 June 12, 2023, the Taney County Planning Commission did not recommend the amendment to the Zoning District map grid number J14, Branson Township, from R-2 One and Two Family Residential District to NR-3 Multi-Family Nightly Rental District, requested by Jason Hyde, parcel number: 18-2.0-10-004-001-037.009, located at 518 Skyline Road, Branson, Missouri and

NOW, THEREFORE, on this 17th day of July 2023, at a duly called meeting of the Taney County Commission, having received the Resolution from the Planning Commission and, after public notice, and in open session, upon motion made to Deny and seconded, the Taney County Commission voted 3 in favor and 0 opposed to amend the Taney County, Missouri Zoning District map J14, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

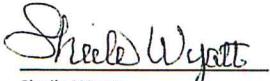
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District _____ amended as follows and pursuant to the information below:


<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
18-2.0-10-004-001-037.009	518 Skyline Road	J14	Branson	NR-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 July 2023, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION


Nick Plummer
Presiding Commissioner


Sheila Wyatt
Commissioner, Eastern District


Brandon Williams
Commissioner, Western District

ATTEST:


Stephanie Spencer, County Clerk 7/18/2023



Presiding Commissioner Plummer made a statement that at this time before the next public hearing he will be recusing himself from the following case for personal reasons.

RECESS: 10:16 A.M.

RECONVENE: 10:21 A.M.

Commissioner Wyatt sworn in as Temporary Presiding Commissioner by Stephanie Spencer, County Clerk.

1364 BEE CREEK RD, BRANSON, MO

The following individuals appeared in front of the Commission in reference to Order #07-17-2023-01

- Christiaan Horton, Attorney representing owner.
- Kristi Breitenbach, 151 Deerfield Ln. Branson, Mo.
- Ron Martin, 118 Green Briar Dr. Branson, Mo.
- Paul Rose, 168 Deerfield Ln. Branson, Mo.
- Rusty Myer, 1258 Bee Creek Rd. Branson, Mo.
- Gail Layton, 282 Wabash Ln. Branson, Mo.
- Devin Huff, Road & Bridge Administrator.

Commissioner Williams moved to table Order #07-17-2023-01 to an unspecified time after the Commission receives the data from a traffic study. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (absent), Williams (aye) and Wyatt (aye).

RECESS: 11:37 A.M.

RECONVENE: 11:44

Presiding Commissioner Plummer entered the meeting.

7436 US HWY 160, JASPER TOWNSHIP

The following individuals appeared in front of the Commission in reference to Order #07-17-2023-03

- Jeremia Froyland, 920 Meadow Ln. Branson, Mo.
- Don Hilliard, 7609 US Hwy 160, Walnut Shade, Mo.
- Teresa Hilliard, 7609 US Hwy 160, Walnut Shade, Mo.
- Larry Russell, Walnut Shade, Mo.
- Randall Castor, 7608 US Hwy 160, Walnut Shade, Mo.
- Michael Burd, 7439 Hwy 160, Walnut Shade, Mo.

Commissioner Wyatt moved to deny Order #07-17-2023-03, changing from A-1 to C-2. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: July 17, 2023

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 July 10, 2023, the Taney County Planning Commission recommends not approving the amendment to the Zoning District map grid number E18, Jasper Township, from A-1 Agricultural District to C-2 General Commercial District, requested by Jeremia Froyland, parcel number: 05-8.0-34-000-000-010.000 located at 7436 US Hwy 160, Walnut Shade, Missouri and

NOW, THEREFORE, on this 17th day of July 2023, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Deny and seconded, the Taney County Commission voted 3 in favor and 0 opposed to amend the Taney County, Missouri Zoning District map E18, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

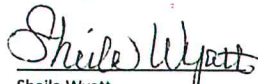
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District _____ amended as follows and pursuant to the information below:

<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
05-8.0-34-000-000-010.000	7436 US Hwy 160	E18	Jasper	C-2

IT IS FURTHER ORDERED that the Zoning District Amendments to the Taney County, Missouri Zoning Map shall become effective on the 17th day of July 2023, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION


Nick Plummer
Presiding Commissioner


Sheila Wyatt
Commissioner, Eastern District


Brandon Williams
Commissioner, Western District

ATTEST:


Stephanie Spencer, County Clerk 7/18/2023



STATE HWY 86, OLIVER TOWNSHIP

The following individuals appeared in front of the Commission in reference to Order #07-17-2023-04:

- Howard Kitchen, 336 Black Rock, Hollister, Mo.
- Dawn Commiskey, 7465 US Hwy 160, Walnut Shade, Mo.
- Mike Brower, 160 Sherwood Forest Ln. Ridgedale, Mo.
- Megan McGuire, 768 Lakeview Dr. Ridgedale, Mo.

Commissioner Williams moved to enter into the record Exhibit "A" as presented. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

EXHIBIT "A"

EXHIBIT A

Parcel Numbers for Bluegreen/Big Cedar Vacations LLC

20-4.0-18-002-001-001.053	20-4.0-18-002-001-001.123
20-4.0-18-002-001-001.122	20-4.0-18-002-001-001.001
19-6.0-13-001-008-001.000	19-6.0-13-001-008-001.002
20-4.0-18-002-001-001.063	20-4.0-18-002-001-001.038
20-4.0-18-002-001-001.043	20-4.0-18-002-001-001.036
20-4.0-18-002-001-001.015	20-4.0-18-002-001-001.103
20-4.0-18-002-001-001.071	20-4.0-18-002-001-001.070
20-4.0-18-002-001-001.068	20-4.0-18-002-001-001.052
20-4.0-18-002-001-001.104	20-4.0-18-002-001-001.105
20-4.0-18-002-001-001.106	20-4.0-18-002-001-001.107
20-4.0-18-002-001-001.108	20-4.0-18-002-001-001.109
20-4.0-18-002-001-001.110	

Commissioner Williams moved to approve Order #07-17-2023-04 with the change of R-3 to R-2 allowing the overall change from NR-1 Single Family Nightly Rental District to an R-2, Residential District. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

ORDER of the
TANEY COUNTY COMMISSION
FORSYTH, MISSOURI

DATE: July 17, 2023

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 July 10, 2023, the Taney County Planning Commission recommends not approving the amendment to the Zoning District map grid number N16, Oliver Township, from NR-1 Single Family Nightly Rental District to R-3 Multi-Family Residential District, requested by Bluegreen/Big Cedar Vacations LLC, for twenty-three (23) parcels, see Exhibit A, located at 769 State Hwy 86, Ridgedale, Missouri and

NOW, THEREFORE, on this 17th day of July 2023, at a duly called meeting of the Taney County Commission, having received the recommendation from the Planning Commission and, after public notice, and in open session, upon motion made to Approve and seconded, the Taney County Commission voted 3 in favor and 0 opposed to amend the Taney County, Missouri Zoning District map N16, pursuant to the provisions of Chapter 64.845 through 64.880 of the Revised Statutes of Missouri.

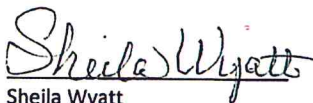
IT IS HEREBY ORDERED that the Taney County, Missouri Zoning District NR-1 amended as follows and pursuant to the information below:


<u>Parcel Number</u>	<u>Location</u>	<u>Map Grid #</u>	<u>Township</u>	<u>Zoning District</u>
23 Parcels see Exhibit A	State Hwy 86	N16	Oliver	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 July 2023, the Order shall be filed in the office of Taney County Recorder, Taney County Clerk, and Taney County Planning & Zoning.

TANEY COUNTY COMMISSION


Nick Plummer
Presiding Commissioner


Sheila Wyatt
Commissioner, Eastern District


Brandon Williams
Commissioner, Western District

ATTEST:


Stephanie Spencer, County Clerk 7/18/2023



RECESS: 12:56 P.M.

RECONVENE: 1:02 P.M.

ROAD PETITIONS

CANDLE DRIVE / CYPRESS DRIVE

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Wyatt moved to deny the petition for Candle Drive and Cypress Drive to take into the road system. Commissioner Williams seconded the motion with discussion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Road Petition Review

Location: **Sec:** (22) **Twp:** (23) **Range:** (21)

Name of Subdivision: Taneycomo Highlands No.1

Road Name: Candle Drive and Cypress Drive

Through Road: Yes No (X)

Known Dedicated Right of Way: 20 Foot

Measured Surface Width: 10 Foot **Road Length:** 385 feet or 0.07 miles

Type and Condition of Surface: Unimproved Gravel (Poor condition)

Grades of Hills %: N/A very flat

Number and Condition of Cross Road Culverts: None

Ditches and Condition: None

Entrance Culverts and Conditions: None

Number of Dwellings: (8) **Projected Traffic:** (40)

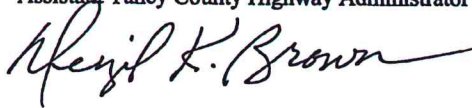
School Bus Route: Yes No Unknown (X) Branson District

Sight Distance off Main Road: Good

Comments of Reviewer: This road will not meet our current Road Standards. Petitioners have stated they can't provide any additional right of Way so road and ditches could be brought up to current Road Standard conditions. The petitioners have asked the County to grant them an exception to our requirements for County maintained roads. Petitioners have requested this be a Class V road. The signature sheet for landowners willing to donate Right of Way was not signed when the petition was submitted. The current Right of Way at twenty feet does not allow room for any widening of the road to facilitate ditches or culverts. These roads are located in our Mt. Branson District.

Denzil Brown
Assistant Taney County Highway Administrator

9/3/2021



SPENCER DRIVE & JACKS WAY

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to approve Spencer Drive to the turn around that will be defined by Road and Bridge Administrator, Devin Huff, and moved to deny Jacks Way. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

SPENCER DRIVE

Road Petition Review

Location: Sec: (16) Twp: Branson (23) Range: (21)

Name of Subdivision: Deer Creek Estates (2009)

Road Name: Spencer Drive

Through Road: Yes No (x)

Known Dedicated Right of Way: 50 feet

Measured Surface Width: 26 feet **Road Length:** 1,249 feet or 0.24 miles

Type and Condition of Surface: Curb and gutter with asphalt paving

Grades of Hills %: 8%

Number and Condition of Cross Road Culverts: none observed

Ditches and Condition: None

Entrance Culverts and Conditions: None

Number of Dwellings: (12) **Projected Traffic:** (55)

School Bus Route: Yes No Unknown (X)

Sight Distance off Main Road: Good

Comments of Reviewer: This is an ingress/egress road for Deer Creek estates. The pavement is starting to crack and it has developed some soft spots due to garbage truck usage. The road has adequate drainage and there is an area platted and paved for a turnaround. This road will need to be resurfaced soon as it is starting to crack and check. If approved, we recommend this road as a Class IV. The estimated cost to the County to repair and chip and seal this road is anticipated to be around \$8,000.00

Approved

Denzil Brown, Assistant County Highway Administrator

Date

JACKS WAY

Road Petition Review

Location: Sec: (16) Twp: Branson (23) Range: (21)

Name of Subdivision: Deer Creek Estates (2009)

Road Name: Jacks Way

Through Road: Yes No (X) Proposed cul-de-sac by adjacent developer

Known Dedicated Right of Way: 50 Feet

Measured Surface Width: 26 feet Road Length: 210 feet or 0.04miles

Type and Condition of Surface: Curb and gutter asphalt in declining condition

Grades of Hills %: 11%

Number and Condition of Cross Road Culverts: None

Ditches and Condition: None

Entrance Culverts and Conditions: None

Number of Dwellings: (3) Projected Traffic: (12)

School Bus Route: Yes No Unknown X

Sight Distance off Main Road: Good *Deny*

Comments of Reviewer: This road is a residential street off of Spencer Drive. At the current time this road has no platted turnaround at the end. It is reported that an adjacent subdivision has plans to put in at cul-de-sac at the end of this street when approved by planning and zoning. This road will need to be resurfaced in the next year or two before the sub-base completely deteriorates. Currently there a several soft areas the need to be dug out and fixed due to trash trucks destroying pavement. We recommend this as a Class IV road if taken into the County Road system. The estimated cost to repair and bring this road back into compliance with our road standards is \$3,500.00

Denzil Brown, Assistant County Highway Administrator

Date

HOLT'S LAKE DRIVE & SUNRISE COVE

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to deny Holts Lake Drive and moved to bring into the County Road System, Sunrise Cove. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

HOLT'S LAKE DRIVE

Road Petition Review

Location: Sec: (34) Twp.: (23) Range: (21)

Name of Subdivision: Villas at Cross Creek; Cross Creek Centre; Woodlands at Cross Creek

Road Name: Holt's Lake Drive

Through Road: Yes (X) No

Known Dedicated Right of Way: 50 feet

Measured Surface Width: 25' **Road Length:** 1062 feet or 0.201 miles

Type and Condition of Surface: Asphalt surface with curb and gutter from Cross Creek to Sunrise Cove (433'). Remainder of road sheet drains. The portion of road from Sunrise Cove going east has been resurfaced in the last three years.

Grades of Hills %: 9

Number and Condition of Cross Road Culverts: Did not observe any cross culverts

Ditches and Condition: No ditches present

Entrance Culverts and Conditions: none

Deny

Number of Dwellings: 0 **Projected Traffic:** 150 ADT to 300 ADT

School Bus Route: Yes No Unknown (X)

Sight Distance off Main Road: Good sight distance

Comments of Reviewer: This is a connector road that provides ingress and egress from three subdivisions to the Cross Creek Shopping Center and Hwy. 76. The road surface is in good condition and there doesn't appear to be any major drainage issues. There are no houses on this section that has been petitioned at the current time. This road ties into the County maintained portion of Holts Lake on its east end. There is a 281-foot section of road on the east end that serves as a dam for a private lake on the south side of road. This private lake is approximately three acres in size and holds water year round. If considered for acceptance the County would be assuming liability for this earthen dam in the event of a breach that could destroy the road. It is recommended that an engineer verify the structural integrity, of said earthen dam, before the County approves road. The cost of the study and resulting documentation should be the responsibility of the petitioners'. This documentation from a licensed engineering firm needs to be submitted to the County prior to acceptance of this portion of road. The cost to bring this road up to road standards would initially be signage and routine maintenance. If accepted, we recommend this be a Class III road.

Denzil Brown

5/10/2022

SUNRISE COVE

Road Petition Review

Location: Sec: (34) Twp: (23) Range: (21)

Name of Subdivision: Cove At Cross Creek

Road Name: Sunrise Cove

Through Road: Yes (X) No

Known Dedicated Right of Way: 50 feet

Measured Surface Width: 30 feet Road Length: 1061 feet or 0.20 miles

Type and Condition of Surface: Curb and gutter with asphalt paving

Grades of Hills %: 2%

Number and Condition of Cross Road Culverts: No cross culverts (noted 5 curb inlets

Ditches and Condition: N/A

Entrance Culverts and Conditions: N/A

Number of Dwellings: (13) Projected Traffic: 85

School Bus Route: Yes No Unknown (X)

Sight Distance off Main Road: Good

Comments of Reviewer: The portion of this road that has been petitioned lies between, Holt's Lake Drive and Cove Connector Road. Neither of these roads are County maintained although, they are platted for public Right of Way. This road is in fair shape and should not require any immediate maintenance. Will need to be resealed in 3 to 4 years. We recommend this road as a Class IV if taken in even though it is a through street it only serves the residents of that street. The issue is can we use the intersections of the non-maintained County roads to access/egress our crews and equipment to this road.

Denzil Brown, Assistant County Highway Administrator

Date

BULL SHOALS ROAD

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to deny Bull Shoals Road. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Road Petition Review

Location: Sec: 25 Twp: 23 (Scott) Range: 21

Name of Subdivision: Lake Taneycomo Woods- Unit 2

Road Name: Bull Shoals Road

Through Road: Yes (X) No

Known Dedicated Right of Way: 40 Foot (subdivision plat from 1972)

Measured Surface Width: 11 feet **Road Length:** 1812 ft. or 0.344 miles

Type and Condition of Surface: Unimproved gravel in very poor condition

Grades of Hills %: 20.5 coming off of Taneycomo Road

Number and Condition of Cross Road Culverts: I observed no cross road culverts

Ditches and Condition: No ditches present on this road

Entrance Culverts and Conditions: No working culverts at entrances (7 required)

Number of Dwellings: (6) **Projected Traffic:** 12

School Bus Route: Yes No (X) Unknown

Deny

Sight Distance off Main Road: Sight distance is adequate at both ends

Comments of Reviewer: Although this road is platted for public use it has never been developed. It is a narrow washed out road with no ditches or culverts present. There is a very steep hill coming off of the Taneycomo Road end that doesn't meet our County road standards. It would appear that local residents only use the first 500 or so feet on either end for ingress/egress, as the middle portion of road is nearly impassable. If the County waived the 15% maximum allowance for grade it would require vegetation removal, ditches jackhammered out and extensive sub-base preparation prior to any surface paving to be completed. The estimated cost to construct this road to our County Road standards is anticipated to be around \$100,000.00. We would recommend this road as a Class V if taken into the County.

Denzil Brown, Assistant County Highway Administrator

Date

WHISPERING HILLS COURT

Devin Huff, Road & Bridge Administrator, was present.

Commissioner Williams moved to table the Whispering Hills Court until Devin Huff, Taney County Road & Bridge Administrator, can communicate with the people on the road that are effected. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

Road Petition Review

Location: Sec: 26 Twp: 23 Range: 21

Name of Subdivision: Whispering Hills Court

Road Name: Whispering Hills Court
Through Road: Yes No (X)

Known Dedicated Right of Way: 50 feet

Measured Surface Width: 13 feet **Road Length:** 455 feet or 0.09 miles

Type and Condition of Surface: Gravel in poor condition

Grades of Hills %: N/A

Number and Condition of Cross Road Culverts: None

Ditches and Condition: New ditches will need to be installed

Entrance Culverts and Conditions: 1 observed and it will need to be upgraded

Number of Dwellings: 3 **Projected Traffic:** 12

School Bus Route: Yes No Unknown X

Sight Distance off Main Road: Good

Comments of Reviewer: This road will need to be widened and centered in the ROW. New ditches will need to be constructed and a new culvert installed at a private drive off this road. There is a turnaround platted at end of road but, a home is built right up to our ROW. If taken in the estimated cost to Taney County to bring this road in compliance with our current road standards is approximately \$11,320.00. We recommend this if accepted to be a Class IV road. ?

Denzil Brown, Assistant County Highway Administrator

Date

VEHICLE SERVICE CONTRACTS (4)

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

Commissioner Williams moved to approve the Vehicle Service Contracts by and between Taney County and Mechanical Breakdown Protection Incorporated. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

CONTRACT #16200480



Vehicle Service Contract

Contract No.: 16200480		VIN: 1GT59LE71RF152320	
Purchaser: TANEY COUNTY PO BOX 703 Forsyth, MO 65653		Seller: PINEGAR BRANSON CHEV BUICK GMC 163 ADAIR ROAD BRANSON, MO 65616 (417) 334-3114	
Lienholder:			
Year: 2024	Make: Gmc	Model: Sierra K2500 Heavy Duty	
Contract Purchase Price: \$3,401.00		Contract Purchase Date: 07/03/2023	
Vehicle Purchase Price: \$49,970.00	Vehicle Sale Date: 07/03/2023	Vehicle Sale Mileage: 2	
Coverage Term Expires on 7/3/2029 or when odometer exceeds 120,000 miles, whichever occurs first.			
Deductible at Issuing Dealer: \$0.00		Deductible at Other Repair Facilities: \$100.00	
Your coverage includes: Premier Coverage, Business Use			

You must contact the Administrator before performing any repairs (800) 325-7484. No claims will be paid without prior authorization.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is Mechanical Breakdown Protection, Inc., at 250 NE Mulberry St., Lee's Summit, MO 64086. The telephone number is (800) 325-7484. The Administrator's hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST. The Obligor under this Contract referred to as "We," "Us," and "Our" throughout, is Vehicle Protection, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086, (800) 325-7484.

By signing below, You acknowledge that You have reviewed the coverage You selected to purchase and have read, understand and agree to all Terms and Conditions within this Contract, and You agree that You have not relied upon the statements or promises of any person unless expressly stated in this Contract. This Contract is not an insurance policy or product warranty, implied or otherwise. This Contract excludes coverage for any loss covered by Your manufacturer's warranty, any third-party limited warranty, repairer's guarantee, parts warranty, or by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by any insurance policy, look first to Your manufacturer's warranty for coverage. This Contract does not provide any coverage for any preexisting conditions.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE.

You and the Seller ("Seller") named above affirm that the information stated above is accurate and complete and that the Vehicle is eligible for coverage. If this Contract cannot be accepted as submitted, You will be notified by Seller within forty-five (45) days of the Contract Purchase Date and offered a revised Contract, if possible.

If You do not choose to accept the revised Contract or the Vehicle does not qualify, the Contract Purchase Price will be refunded by the Seller.

This Contract contains an arbitration clause which may affect Your legal rights, unless You purchased this Contract in a state that prohibits such provisions. Please review the arbitration clause in its entirety as well as any State Specific Provisions for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

<input type="checkbox"/>	Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller the sections of this Contract titled: Coverage Term, Terms and Conditions; What to do in the event of a Mechanical Breakdown; Your Duties, Obligations and Maintenance Requirements; Powertrain Coverage; Custom Coverage; Premier Coverage; Powertrain Exclusions from Coverage; Custom Exclusions from Coverage; General Exclusions from Coverage; Other Items of Importance. The implied warranty of merchantability on the Vehicle is not waived if this Contract has not been purchased within ninety (90) days of the sale date of the Vehicle from Seller.
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Signatures for Contract	
Purchaser's Signature: <u><i>[Signature]</i></u>	Date: <u>7-17-2023</u>
Co-Purchaser's Signature: _____	Date: _____
Seller's Authorized Representative: _____	Date: _____



Vehicle Service Contract

Contract No.: 16203024		VIN: 1GT59LE73RF162511	
Purchaser: TANEY COUNTY PO BOX 703 Forsyth, MO 65653		Seller: PINEGAR BRANSON CHEV BUICK GMC 163 ADAIR ROAD BRANSON, MO 65616 (417) 334-3114	
Lienholder:			
Year: 2024	Make: Gmc	Model: Sierra K2500 Heavy Duty	
Contract Purchase Price: \$3,401.00		Contract Purchase Date: 07/10/2023	
Vehicle Purchase Price: \$49,970.00	Vehicle Sale Date: 07/10/2023	Vehicle Sale Mileage: 2	
Coverage Term Expires on 7/10/2029 or when odometer exceeds 120,000 miles, whichever occurs first.			
Deductible at Issuing Dealer: \$0.00		Deductible at Other Repair Facilities: \$100.00	
Your coverage includes: Premier Coverage, Business Use			

You must contact the Administrator before performing any repairs (800) 325-7484. No claims will be paid without prior authorization.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is Mechanical Breakdown Protection, Inc., at 250 NE Mulberry St., Lee's Summit, MO 64086. The telephone number is (800) 325-7484. The Administrator's hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST. The Obligor under this Contract referred to as "We," "Us," and "Our" throughout, is Vehicle Protection, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086, (800) 325-7484.

By signing below, You acknowledge that You have reviewed the coverage You selected to purchase and have read, understand and agree to all Terms and Conditions within this Contract, and You agree that You have not relied upon the statements or promises of any person unless expressly stated in this Contract. This Contract is not an insurance policy or product warranty, implied or otherwise. This Contract excludes coverage for any loss covered by Your manufacturer's warranty, any third-party limited warranty, repairer's guarantee, parts warranty, or by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by any insurance policy, look first to Your manufacturer's warranty for coverage. This Contract does not provide any coverage for any preexisting conditions.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE.

You and the Seller ("Seller") named above affirm that the information stated above is accurate and complete and that the Vehicle is eligible for coverage. If this Contract cannot be accepted as submitted, You will be notified by Seller within forty-five (45) days of the Contract Purchase Date and offered a revised Contract, if possible.

If You do not choose to accept the revised Contract or the Vehicle does not qualify, the Contract Purchase Price will be refunded by the Seller.

This Contract contains an arbitration clause which may affect Your legal rights, unless You purchased this Contract in a state that prohibits such provisions. Please review the arbitration clause in its entirety as well as any State Specific Provisions for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

<input type="checkbox"/>	Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller the sections of this Contract titled: Coverage Term, Terms and Conditions; What to do in the event of a Mechanical Breakdown; Your Duties, Obligations and Maintenance Requirements; Powertrain Coverage; Custom Coverage; Premier Coverage; Powertrain Exclusions from Coverage; Custom Exclusions from Coverage; General Exclusions from Coverage; Other Items of Importance. The implied warranty of merchantability on the Vehicle is not waived if this Contract has not been purchased within ninety (90) days of the sale date of the Vehicle from Seller.
Signatures for Contract	
Purchaser's Signature: <u><i>[Signature]</i></u>	Date: <u>7-17-2023</u>
Co-Purchaser's Signature: _____	Date: _____
Seller's Authorized Representative: _____	Date: _____



Vehicle Service Contract

Contract No.: 16203029		VIN: 1GT59LE77RF162642	
Purchaser: TANEY COUNTY PO BOX 703 Forsyth, MO 65653		Seller: PINEGAR BRANSON CHEV BUICK GMC 163 ADAIR ROAD BRANSON, MO 65616 (417) 334-3114	
Lienholder:			
Year: 2024	Make: Gmc	Model: Sierra K2500 Heavy Duty	
Contract Purchase Price: \$3,401.00		Contract Purchase Date: 07/10/2023	
Vehicle Purchase Price: \$49,970.00	Vehicle Sale Date: 07/10/2023	Vehicle Sale Mileage: 2	
Coverage Term Expires on 7/10/2029 or when odometer exceeds 120,000 miles, whichever occurs first.			
Deductible at Issuing Dealer: \$0.00		Deductible at Other Repair Facilities: \$100.00	
Your coverage includes: Premier Coverage, Business Use			

You must contact the Administrator before performing any repairs (800) 325-7484. No claims will be paid without prior authorization.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is Mechanical Breakdown Protection, Inc., at 250 NE Mulberry St., Lee's Summit, MO 64086. The telephone number is (800) 325-7484. The Administrator's hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST. The Obligor under this Contract referred to as "We," "Us," and "Our" throughout, is Vehicle Protection, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086, (800) 325-7484.

By signing below, You acknowledge that You have reviewed the coverage You selected to purchase and have read, understand and agree to all Terms and Conditions within this Contract, and You agree that You have not relied upon the statements or promises of any person unless expressly stated in this Contract. This Contract is not an insurance policy or product warranty, implied or otherwise. This Contract excludes coverage for any loss covered by Your manufacturer's warranty, any third-party limited warranty, repairer's guarantee, parts warranty, or by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by any insurance policy, look first to Your manufacturer's warranty for coverage. This Contract does not provide any coverage for any preexisting conditions.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE.

You and the Seller ("Seller") named above affirm that the information stated above is accurate and complete and that the Vehicle is eligible for coverage. If this Contract cannot be accepted as submitted, You will be notified by Seller within forty-five (45) days of the Contract Purchase Date and offered a revised Contract, if possible.

If You do not choose to accept the revised Contract or the Vehicle does not qualify, the Contract Purchase Price will be refunded by the Seller.

This Contract contains an arbitration clause which may affect Your legal rights, unless You purchased this Contract in a state that prohibits such provisions. Please review the arbitration clause in its entirety as well as any State Specific Provisions for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

	Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller the sections of this Contract titled: Coverage Term, Terms and Conditions; What to do in the event of a Mechanical Breakdown; Your Duties, Obligations and Maintenance Requirements; Powertrain Coverage; Custom Coverage; Premier Coverage; Powertrain Exclusions from Coverage; Custom Exclusions from Coverage; General Exclusions from Coverage; Other Items of Importance. The implied warranty of merchantability on the Vehicle is not waived if this Contract has not been purchased within ninety (90) days of the sale date of the Vehicle from Seller.	
	Signatures for Contract	
Purchaser's Signature:		Date: 7-17-2023
Co-Purchaser's Signature:	_____	Date: _____
Seller's Authorized Representative:	_____	Date: _____



Vehicle Service Contract

Contract No.: 16200474		VIN: 1GT59LE75RF155592	
Purchaser: TANEY PO BOX 703 FORSYTH, MO 65653		Seller: PINEGAR BRANSON CHEV BUICK GMC 163 ADAIR ROAD BRANSON, MO 65616 (417) 334-3114	
Lienholder:			
Year: 2024	Make: GMC	Model: SIERRA K2500 HEAVY DU1	
Contract Purchase Price: \$3,401.00		Contract Purchase Date: 07/03/2023	
Vehicle Purchase Price: \$49,970.00	Vehicle Sale Date: 07/03/2023	Vehicle Sale Mileage: 8	
Coverage Term Expires on 7/3/2029 or when odometer exceeds 120,000 miles, whichever occurs first.			
Deductible at Issuing Dealer: \$0.00		Deductible at Other Repair Facilities: \$100.00	
Your coverage includes: Premier Coverage, Business Use			

You must contact the Administrator before performing any repairs (800) 325-7484. No claims will be paid without prior authorization.

This vehicle service contract ("Contract") is between the Purchaser ("You", "Your") named above and the Obligor identified below. The Administrator of this Contract is Mechanical Breakdown Protection, Inc., at 250 NE Mulberry St., Lee's Summit, MO 64086. The telephone number is (800) 325-7484. The Administrator's hours of operation are Monday through Friday 7 A.M. to 6 P.M. CST. The Obligor under this Contract referred to as "We," "Us," and "Our" throughout, is Vehicle Protection, Inc. 250 NE Mulberry St., Lee's Summit, MO 64086, (800) 325-7484.

By signing below, You acknowledge that You have reviewed the coverage You selected to purchase and have read, understand and agree to all Terms and Conditions within this Contract, and You agree that You have not relied upon the statements or promises of any person unless expressly stated in this Contract. This Contract is not an insurance policy or product warranty, implied or otherwise. This Contract excludes coverage for any loss covered by Your manufacturer's warranty, any third-party limited warranty, repairer's guarantee, parts warranty, or by any applicable insurance policy. Still, this Contract may nevertheless provide benefits in addition to those provided elsewhere. If the term of this Contract overlaps with the term of Your manufacturer's warranty, third-party limited warranty, repairer's guarantee, parts warranty, or by any insurance policy, look first to Your manufacturer's warranty for coverage. This Contract does not provide any coverage for any preexisting conditions.

THE PURCHASE OF THIS CONTRACT IS OPTIONAL AND IS NOT REQUIRED IN ORDER TO PURCHASE, LEASE OR OBTAIN FINANCING FOR THIS VEHICLE.

You and the Seller ("Seller") named above affirm that the information stated above is accurate and complete and that the Vehicle is eligible for coverage. If this Contract cannot be accepted as submitted, You will be notified by Seller within forty-five (45) days of the Contract Purchase Date and offered a revised Contract, if possible.

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This Contract contains an arbitration clause which may affect Your legal rights, unless You purchased this Contract in a state that prohibits such provisions. Please review the arbitration clause in its entirety as well as any State Specific Provisions for Your specific state (if Your state is included) to determine whether Your legal rights are affected.

Washington Residents Only: By initialing this box, You acknowledge You have reviewed with the Seller the sections of this Contract titled: Coverage Term, Terms and Conditions; What to do in the event of a Mechanical Breakdown; Your Duties, Obligations and Maintenance Requirements; Powertrain Coverage; Custom Coverage; Premier Coverage; Powertrain Exclusions from Coverage; Custom Exclusions from Coverage; General Exclusions from Coverage; Other Items of Importance. The implied warranty of merchantability on the Vehicle is not waived if this Contract has not been purchased within ninety (90) days of the sale date of the Vehicle from Seller.

Signatures for Contract

Purchaser's Signature: *Taney* Date: 7-17-2023

Co-Purchaser's Signature: _____ Date: _____

Seller's Authorized Representative: _____ Date: _____

NOTICE OF RENEWAL FOR NEWSPAPER PUBLICATION SERVICE #23-085CM

Nikki Lawrence, Purchasing Director & Legal Liaison, was present.


Commissioner Williams moved to approve the Notice of Renewal by and between Taney County and Tri-Lakes Newspapers Incorporated. Commissioner Wyatt seconded the motion with discussion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

No. 23-085CM

NOTICE OF RENEWAL

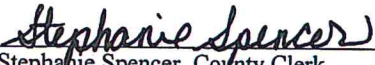
To: Tri-Lakes Newspapers, Inc., Mandy Farrow, Authorized Representative, P.O. Box 1900, Branson, Missouri, 65615

Notice is given that the County of Taney, Missouri hereby renews its agreement with Tri-Lakes Newspapers, Inc., for newspaper publication services, commencing July 20, 2023, on a month to month basis for six months, which will expire on January 19, 2024. A copy of this agreement is attached hereto as Exhibit A.


Nick Plummer, Presiding Commissioner

Date: 7-17-23

ATTEST: I, Stephanie Spencer, as the Clerk of the Taney County Commission hereby attest that the above Agreement 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: 
Stephanie Spencer, County Clerk

Date: July 18, 2023

Certification of Accounting Officer pursuant to Section 50.660, RSMo.:

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: 7/18/2023

ACCEPTANCE OF REAL ESTATE BID FOR PARCEL #02-7.0-36-000-000-007.000
Commissioner Williams moved to accept the Real Estate bid for parcel #02-7.0-36-000-000-007.000. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

TANEY COUNTY, MISSOURI
DELINQUENT TAX TRUSTEE
REAL ESTATE BID FORM

Date: 7 JULY 2023

Name as it is to appear on the Trustee Deed:

MARTINCIC, SILVESTER M. & LISA L.

Bidder Address: PO BOX 123
BRADLEYVILLE, MO 65614

Parcel Number: 02-7.0-36-000-000-007.000

Amount Offered: \$100.00

Notice: Your bid may be accepted or rejected by the Trustee. **TANEY COUNTY, MISSOURI DOES NOT WARRANT THE SALE OF THIS PARCEL OF PROPERTY.** Any and all potential bidders should conduct any due diligence they deem necessary with respect to the property to determine whether any liens, assessments, liabilities, debts, restrictions, or easements affect the property. Taney County, Missouri will not be liable for any mistakes or misunderstanding with respect to the property in the event the sale is approved and the property is transferred. Potential bidders are responsible for conducting any title search, survey, and shall be responsible for clearing title and any recording and costs associated. If the bid is accepted, a Trustee's Deed will be issued. Taney County and its officials, employees and agents make no representation concerning the status of the title, condition, or suitability for any purpose of the property and interested parties are encouraged to counsel with their own attorney, real estate advisor, title company, or other qualified professional.

SILVESTER MARTINCIC
Name

7 JULY 2023
Date


Signature

FINANCIAL ASSISTANCE AGREEMENT #23-084PZ

Scott Starrett, Planning & Zoning Administrator, was present. Presiding Commissioner Plummer referenced a letter from their attorney.

Commissioner Williams moved to approve the Financial Assistance Agreement by and between Region M Waste Management District and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

REGION M WASTE MANAGEMENT DISTRICT

Financial Assistance Agreement

Under authority of RSMo and subject to pertinent legislation, regulations and policies applicable to RSMo 260.330 and RSMo 260.335

1. Grant Number:	M2024-012	2. Budget Period:	07/01/23-06/30/24
3. Type of Assistance:	New Award	4. Project Period:	07/01/23-06/30/24
5. Recipient Name:	Taney County		
Address:	PO Box 383, Forsyth, MO 65653		
7 Project Title:	Taney County Recycling Center		
8. Project Funding:	<u>Amount</u>	<u>District Carrvover</u>	<u>DNR Remittable Allocation</u>
Region M Award	\$ 16,609.25	\$ -	\$ 16,609.25
Recipient Match	\$ -		
Amended Award	\$ -		
Amended Match	\$ -		
Total Project Cost	\$ 16,609.25		

15% of the grant award will be held until project completion, any required lien(s) is (are) recorded, and/or UCC-1 filed, all reports have been turned in to the District (including final) and Executive Board approval of the final report and final accounting of project expenditures.

9. Amendment Explanation:

10. The recipient agrees that it will administer this agreement in accordance with:

- a) All applicable federal, state local laws and regulations, including the Missouri Department of Natural Resources General Terms and Conditions, and Special Terms and Conditions;
- b) Applicable Region M Waste Management District grant program guidelines;
- c) Recipient final grant application;
- d) Scope of Work Agreement (attachment A) and Budget Agreement (attachment B).

11. The assistance as described herein is hereby offered and accepted effective upon signature of authorized officials.

Region M Chairperson Signature

Date


Grant Recipient Signature

7-17-2023
Date

BID RECOMMENDATION FOR TOYOTA RAV4 HYBRID LE AWD SUV (1 OR MORE) BID #202305-531

Susan Chapman, Assessor, and Nikki Lawrence, Purchasing Director & Legal Liaison, was present.

Commissioner Williams moved to award Bid #202305-531 to WW Magness Company Incorporated d/b/a Magness Toyota of Harrison Arkansas for the purchase of one or more Toyota RAV4 Hybrid LE AWD SUV's. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION FOR TAX STATEMENTS MAILING SERVICES BID #202306-533

Mona Cope, Collector, and Nikki Lawrence, Purchasing Director & Legal Liaison, was present.

Commissioner Williams moved to award Bid #202306-533 to Ozark Mailing Services Incorporated as recommended by Mona Cope, Collector. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

BID RECOMMENDATION FOR 2023 CHEVROLET COLORADO 4X4 TRAIL BOSS CREW CAB (1 OR MORE) BID #202306-534

Melissa Trotter, Database Manager, and Nikki Lawrence, Purchasing Director & Legal Liaison, was present.

Commissioner Williams moved to award Bid #202306-534 to Pinegar Chevrolet Buick GMC Incorporated of Branson Missouri. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye) and Wyatt (aye).

APPROVAL THUNDER ROAD RE-ROUTE MITIGATION REPORT BULL SHOALS LAKE, TANEY CO. MISSOURI MEMORANDUM OF AGREEMENT #23-083RB

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

Commissioner Williams moved to approve the Thunder Road Re-Route Mitigation Report Bull Shoals Lake, Taney County, Missouri Memorandum Agreement by and between Army Corps of Engineers and Taney County. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-083RB

**Thunder Road Re-Route Mitigation Report
Bull Shoals Lake, Taney Co. Missouri**

Memorandum of Agreement

The parties, consisting of DEPARTMENT OF THE ARMY, represented by Mark Case, Operations Project Manager, Mountain Home Project Office, Little Rock District, U.S. Army Corps of Engineers (hereinafter the "Corps"), and Mr. Devin Huff, County Highway Administrator, Taney County, Missouri (hereinafter "Taney County").

Taney County has sought the alteration/re-alignment of Thunder Road, located on property near the Big Creek area of Bull Shoals Lake in Taney Co. Missouri, owned and managed by the U.S. Army Corps of Engineers. The proposed project will result in damage/removal/loss of the resource (vegetation) in the re-alignment area, and

Taney County is requesting the use of Corps fee-owned lands and is required to mitigate for adverse impacts to ensure that public resources suffer no net loss of value post construction. Approved mitigation plans shall become a condition of and added as an addendum to the to the applicable real estate instrument.

The Corps Forester and Ranger performed a precursory timber damage assessment on the area adjacent to Thunder Road and identified 381 trees of various species that will be removed by the proposed project. The assessed damages that would occur from the removal of these 381 trees totals \$168,045.02, and

The Corps has offered to reduce the total assessment by 50% due to the stated public safety aspect of this project, bringing the total to \$84,022.51, and furthermore, offering non-statutory mitigation measures, outlined below, as compensation for the above stated \$84,022.50.

Both parties want to agree to the above matters concerning the loss of vegetation on public lands as of the signing of this memorandum.

Therefore, the parties agree to the following:

1. As compensation to the Corps for the loss of resource (vegetation) through the re-alignment proposal, Taney County will provide welded pipe fencing and welded pipe gate development and installation as well as large rock placement along the Thunder Road corridor on public property owned by the Corps.
2. Established distances and locations will be finalized as the project progresses but will generally consist of 4 gates (valued at \$2,500 each) and approximately 887 linear feet double rung, welded pipe rail fencing (valued at \$83.40 per linear foot). Certain areas may necessitate large rock or boulder placement in lieu of fencing. Specifications on mitigative measures are enclosed.

RECESS: 1:31 P.M.

RECONVENE: 2:35 P.M.

ROUND TABLE DISCUSSION ARPA FUNDS

(Taney County Commission Conference Room)

Present: Presiding Commissioner Plummer, Commissioner Williams and Commissioner Wyatt

Also present: Melissa Duckworth, Emergency Management Assistant, Stephanie Spencer, County Clerk, and Lesley Wallace, Deputy Clerk.

Discussion ensued.

Presiding Commissioner WP; Eastern Commissioner EW; Western Commissioner W

EXECUTIVE SESSION: 3:22 P.M.

EXECUTIVE SESSION PER SECTION 610.021.(1)(2)(3)(12)(20) (LEGAL, REAL ESTATE, PERSONNEL, CONTRACTS & SECURITY ACCESS CODES)

(Taney County Commission Conference Room)

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

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

END OF EXECUTIVE SESSION: 4:25 P.M.

DAILY STAFF REVIEW AND AGENDA REQUESTS

(Taney County Commission Conference Room)

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

Also present: Tami Koran, Commission Assistant.

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

ADJOURNMENT

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

ADJOURN: 4:31 P.M.

The minutes were taken by Nick Plummer, Presiding Commissioner and Lesley Wallace, Deputy Clerk and typed by Lesley Wallace, Deputy Clerk.