

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

Wednesday 02/24/2021

The Camden County Commission met with Presiding Commissioner Greg Hasty, and District #2 Commissioner Don Williams, District #1 Commissioner James Gohagan is absent.

Meeting Agenda

Commissioner Williams made a motion to approve today's agenda.

Commissioner Hasty seconded the motion. The motion passed by vote:

Commissioner Hasty (Yes), Commissioner Williams (Yes). Session opened at 10:00 A.M.

Prior Minutes

Commissioner Williams made a motion to table the January 26, and 28, 2021 minutes. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), Commissioner Williams (Yes).

New Business

Juvenile Center Bid Opening- Roof – No bids to open. No motion made.

Health Department –Rebid Opening – No bids to open. No motion made.

Sheriff Dept. - Bid Opening New Water Well – One Bid was received and is from Scott & Sons Well Drilling. Camden County Sheriff Tony Helms and Deputy Sheriff Jimmy Brashears was present for bid opening and made a joint recommendation to accept the only bid received. Commissioner Williams made a motion to approve the bid for Scott & Sons Well Drilling at the recommendation of the Camden County Sheriff Department. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).



Estimate

Date	Estimate #
11/11/2020	4678

Phone: 573-363-5500 P.O. Box 88
 Fax: 573-873-2501 Macks Creek, MO 65786
 Email: info@scottsonwell.com

Name / Address
Camden County Sheriff Office c/o Mike Stauffer 1 Court Circle Ste. #13 Camdenton, MO 65020

Qty	Description	Cost	Total
	Service Location: A Road, Linn Creek		
405	Drilled Hole	7.00	2,835.00
83	6" Sch 40 PVC Casing	9.00	747.00
1	Misc. (Coupling, Packers, State Fee, Bentonite Grout)	595.00	595.00
1	1.5hp Pitless Pump System with 32 Gallon Pressure Tank, Drop Pipe, Pump Cable, Water Line, Conduit, Misc. Fittings/Supplies, Labor and Installation.	2,875.00	2,875.00
1	Backhoe Fee : Minimum 4 Hours / \$75.00 p/hr after 4 Hours.	300.00	300.00
Estimate good for 30 days.		Total	\$7,352.00

NOTICE TO OWNER: Estimate is good for 30 days.
This is an estimate. Depths may vary. If a liner is needed, due to bad geological formation, it will be billed at the rate of \$5.00/ft. The above parts & equipment, etc., remain/s the property of Scott & Son Drilling, LLC, until paid in full & Scott & Son Drilling, LLC shall have the right & permission to go upon the premises without guilt of trespass & reclaim & recover any materials & equipment installed. Invoices are due upon receipt & are subject to service charges & interest charged at the maximum allowable rate by law. The purchaser agrees that in the event it becomes necessary to turn the account/s over to a collection agency or use an attorney, he/she/they promise to pay, in addition to the amount due, collection fees in an amount up to 50% of the principle balance, all court costs, & reasonable attorney fees. The parties agree that the jurisdiction for any dispute under this contract shall be the County of Camden, Missouri.

Authorized By: _____ Date: _____

HR Bid Opening Investigative Services – Two bids were received first bid is from Bukaty Companies, second bid is from Jackson Lewis. Commissioner Hasty made a motion to table the bids so HR can review and make a recommendation for bids received. Commissioner Williams seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

E911 Circle Ranch Rd – Rd Name Change – E911 was present and approves of the road name change. Commissioner Williams made a motion to approve the petition for renaming Circle P Ranch Road to Windy Ridge. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

Certified Copy of Order – This order is to move \$12,969.86 from election CARES fund 465 to Election Services Fund 463. Commissioner Hasty removed maiden name and changed it to her official last name. Commissioner Williams made a motion to approve the Certified Copy of Order. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
COUNTY OF CAMDEN } SS. JANUARY TERM 2021

In the County Commission of said County, on the 9th day of February, 2021 the following proceedings were had, viz:

The Camden County Commission Orders Kendra ^{LICKS GH - 2/24/21} ~~Willie~~ Camden County Treasurer to: \$12,969.86 from Election CARES Fund 465 to Election Services Fund 463



Greg Hasty
Presiding Commissioner

James Gohagan
1st District
Associate Commissioner




Don Williams
2nd District
Associate Commissioner

STATE OF MISSOURI }
COUNTY OF CAMDEN } SS.

I, Rowland A. Todd, Clerk of the County Commission, in and for said County, hereby certify the above and foregoing to be a true copy of the proceedings of our said County Commission, on the day and year above written, as the same appears of record in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission at my office in Camdenton this the 9th Day of February, 2021.



Rowland A. Todd, Camden County Clerk

By _____, DC _____

Sheriff Contract Printer-/ Sheriff Extension of Covid Workers – Commissioner Williams made a motion to approve the lower rates for the GFI contract Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes). Extension of Covid officers was briefly discussed and will be discussed between the County Auditor, County Sheriff and Human Resources for positions and funding availability.



Value Lease Agreement

APPLICATION NO.	AGREEMENT NO.
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12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to GFI Digital, Inc.

CUSTOMER INFORMATION

FULL LEGAL NAME County of Camden			STREET ADDRESS 1 Court Circle Ste B		
CITY Camden	STATE MO	ZIP 65020	PHONE (573) 346-3052	FAX	
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS		
CITY	STATE	ZIP	E-MAIL n.halsey@camdenso-mo.us		
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)					

EQUIPMENT DESCRIPTION

QTY/MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
1 Sharp MX-M4071			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

See attached Schedule A See attached Billing Schedule

TERM AND PAYMENT INFORMATION

48 Payments* of \$ 249.37 If you are exempt from sales tax, attach your certificate. *plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes	13,000	B&W pages per month	Coverages billed monthly at \$	\$0.00750	per B&W page*
Payment includes	0	Color pages per month	Coverages billed monthly at \$	\$0.00000	per Color page*

END OF TERM OPTIONS

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and initialled, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. Customer's Initials

Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHATEVER IS, with no warranties of any kind. Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

LESSOR ACCEPTANCE

GFI Digital, Inc.

LESSOR	SIGNATURE	TITLE	DATED
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CUSTOMER ACCEPTANCE

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

County of Camden	<input checked="" type="checkbox"/>		Resident's Comm 2/24/21
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
44-8000457	Greg Hasty		
FEDERAL TAX ID #	PRINT NAME		

DELIVERY & ACCEPTANCE CERTIFICATE

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected, and 2) is fully operational and unconditionally accepted.

County of Camden	<input checked="" type="checkbox"/>		Chief Deputy
CUSTOMER (as referenced above)	SIGNATURE / PRINT NAME	TITLE	ACCEPTANCE DATE
	Jimmy Brashear		

TERMS AND CONDITIONS

1. **AGREEMENT:** You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories, incorporated herein or attached thereto and any and all proceeds of the foregoing, including, without limitation, installation, insurance, maintenance ("Equipment") and, if applicable, training, manuals, software, software licenses, software components and/or professional services in connection with software collectively, the "Financial Items," which are included in the word "Equipment" unless separately stated, from software licenses and/or supplies) collectively, the "Supplier", all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

Tax Abatements – Commissioner Williams made a motion to approve the following tax abatements as presented.

Iowa Bankers Mortgage Corp – 2020 RE 13-1.0-02.0-000.0-027-024.000- No 64 - \$1,402.85. Please refund and deduct from next month's settlement.

Lereta LLC – 2020 RE 21-5.0-15.0-000.0-000-003.001 - No 63 - \$64.23. Please refund and deduct from next month's settlement.

Carol Williams – 2020 RE 06-2.0-04.3-000.0-003.023.000 - No 66 - \$376.20. Please refund and deduct from next month's settlement.

Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes). Copy of abatements can be furnished upon request.

GIS License Agreement – Commissioner Williams made a motion to approve the GIS license agreement with Trimbel MAPS. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes).

for the aforementioned purpose License Agreement shall expire upon 30 days written notice from either party to this Agreement; once expired, the datasets shall be returned to Camden County and deleted from all internal systems.

LIMITED LICENSE AGREEMENT

This agreement effective the date of the last signature below is made by the Trimble MAPS whom has an office located at 1 Independence Way Princeton, NJ 08540 herein Licensee. If the Licensee is a business entity of any type, then the term Licensee shall include all officers, directors, employees, and agents of the Licensee who may be provided access to the GIS files which are the subject matter of this agreement.

In consideration of the grant by Camden County, Missouri (herein sometimes referred to as "Licensor") of rights of use concerning specified GIS files of Camden County, Missouri, to which this agreement is applicable and which are now in existence or hereafter developed and as further defined and described in this License Agreement, the undersigned Licensee hereby agrees to accept and use such GIS files subject to and under the following terms and conditions:

1. The term "GIS files" used in this agreement means all computer generated digitized files developed, retained, and as may be developed by Camden County, Missouri, in the future as a part of its geographic information system, regardless of format and provided to the undersigned Licensee. The undersigned Licensee hereby acknowledges that Camden County, Missouri, has protected legal rights under the federal copyright law and state law to any and all such GIS files provided hereunder in existence or hereafter developed and that such GIS files are the proprietary, intellectual property of Licensor.

2. The undersigned Licensee hereby agrees to use such GIS files solely for purpose of updating our road network. Subject to the terms and conditions of this Agreement, Licensor hereby grants Licensee a limited, non-exclusive, non-assignable License to use the GIS files as identified in the body of this License Agreement or attached itemization provided to the Licensee (the same being incorporated herein by reference), for its internal use only, and not for resale, distribution, assignment, sublicense, or transfer to any third party. The Licensee agrees that by acceptance of the GIS files under this License Agreement it shall reserve all of Licensor's right, title, and interest in the licensed GIS files. The undersigned further agrees to make any of the licensed GIS files, or any revisions, additions, or modifications to them, available to Camden County for purposes of inspection or reuse for governmental purposes. The specific GIS files to be provided under this License Agreement are described as follows:

Camden County hereby grants the undersigned the right to use the following datasets:

- X Camden County Street Centerline Only
Camden County Fall Data annual subscription
Other:
Other:
Other:
Other:

3. The undersigned Licensee agrees not to distribute the GIS files, whether in present format or in any other further developed format, or transfer them to any person or entity of any type without the consent of Licensor. The undersigned further agrees not to permit any person within its employ, or agent or contractor, or other person, to use, reuse or distribute the GIS files provided hereunder for any purpose except as authorized by this License Agreement without the written consent of Camden County, Missouri.

4. Licensee acknowledges and agrees that the County reserves all rights of ownership, title and control of the GIS Database. Licensee agrees that it will treat the GIS Database as confidential, and trade secret information. Licensee will not under any circumstances disclose or disseminate the GIS Database or any portion thereof to 1) any other person, firm entity or organization except as expressly authorized herein or 2) any employee of Licensee who does not need access thereto in connection with Licensee's exercise of its rights under this Agreement. Licensee will use its best effort to keep and maintain the GIS Database in a secure manner so as to preclude unauthorized use, dissemination or disclosure.

5. The Licensee accepts the GIS files from Camden County, Missouri now in existence or hereafter developed without warranty of any type and it hereby agrees to accept the GIS files in the condition given. Licensor shall be under no obligation to provide maintenance of the GIS files, and shall not be responsible for providing maintenance or for informing Licensee that maintenance has been performed on the GIS files, or that the information provided in the GIS files has been updated or in any fashion changed. Licensor expressly disclaims warranties of merchantability and fitness for a particular purpose. In no event shall licensor be liable for any indirect, special, or consequential damages (including, without limitation, loss of use, data, business, or profits, and claims of customers of licensee) arising out of this agreement or use of the licensed materials. In no event shall licensor's liability exceed the total amount paid by the Licensee for the use of the GIS files provided under this license agreement. The Licensee further covenants that it releases and discharges Camden County, Missouri, or their officers, employees, or agents, from any and all liability with respect to the completeness or accuracy of the GIS files provided hereunder, and that Licensee shall not under any circumstance hold liable either Camden County, Missouri, or their officers, employees, or agents for any use made of them by the undersigned Licensee.

6. Notwithstanding the provisions of paragraph 6 below, the undersigned further acknowledges and agrees that the license for use hereby granted is revisable, modifiable and revocable upon order of the Camden County Commission.

7. This License shall commence on the date first written above and shall continue in force until terminated. Licensee may terminate this License at any time by providing written notice to Licensor. Upon breach of any obligation under this License by Licensee, Licensor may terminate this License upon written notice to Licensee. Licensee may cure the breach before the effective date of termination. Within thirty days of any termination, Licensee shall certify in

writing to Licensor that all copies of the Licensed Materials have been destroyed or returned to Licensor.

IN WITNESS WHEREOF the undersigned has executed this License Agreement effective on the day and year first above written.

By Danielle Edwards, Danielle Edwards and Procurement Specialist, 02/08/2021
Authorized Member Printed Name and Title Date

AUTHORIZATION

The Camden County Commission hereby authorizes the above License Agreement effective the day and year first above written.

Rowland Todd, County Clerk

CAMDEN COUNTY, MISSOURI
By: Greg Hasty, Presiding Commissioner
Date: 2/21/21

Closed Session RSMo. 610.021 (1) - Commissioner Williams made a motion at 10:22 A.M. to go into closed session. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes). Roll call vote; Commissioner Williams (Aye) and Commissioner Hasty (Aye). Commissioner Williams made a motion at 11:15 A.M. to go out of closed session. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), Commissioner Hasty (Yes). Roll call vote; Commissioner Williams (Aye) and Commissioner Hasty (Aye).

Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Hasty (Yes), and Commissioner Williams (Yes). Session closed at 11:15 A.M.

Ordered that the Commission adjourn until Thursday February 25, 2021.

Greg Hasty, Presiding Commissioner

Melissa Peters, Human Resource Director