

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI
THURSDAY, NOVEMBER 16th, 2017

The Camden County Commission met with Presiding Commissioner Greg Hasty, District #2 Commissioner Don Williams, and District #1 Commissioner Beverly Thomas is out of the office.

Meeting Agenda

Commissioner Williams made a motion to approve today's agenda as posted
Commissioner Hasty seconded the motion. The motion passed by vote:
Commissioner Hasty (Yes), Commissioner Williams (Yes). Session opened
at 10:25 A.M.

Prior Minutes

Commissioner Williams made a motion to table the Commissioner minutes dated
November 15, 2017. Commissioner Hasty seconded the motion. The motion
passed by vote: Commissioner Hasty (Yes) and Commissioner Williams (Yes).

New Business

P & Z: Planning and Zoning Administrator Kim Willey stated the procedures into
the record. Kim then stated the brief overview of the property. After the overview
was completed Kim stated the property was voted 7-1 with seven in favor. Bill
Borders stated he appreciates your vote. Commissioner Hasty asked if anyone
would like to speak in opposition, No. Commissioner Williams asked if anyone
else would like to speak. Commissioner Williams then made a motion to approve.
Commissioner Hasty seconded the motion. The motion passed by vote:
Commissioner Williams (Yes), and Commissioner Hasty (Yes).

P & Z: Planning and Zoning Administrator Kim Willey stated the brief overview of
the property. Kim stated that some of the original building was started without a

permit and was not set to current code, to complete the building they will be required to come to the current code. Commissioner Hasty asked what the vote was. Kim stated the vote was 7-1 again with seven in favor. Dan Hall from Madden Manufacturing asked to speak as he just wanted to share updates as to how the business was doing. Commissioner Hasty then asked if there was anyone to speak in opposition and to sign in please. Tom O'Brian stated that reason he is opposed to any more changes is even though it is stated as low industrial the traffic on the road has increased and he doesn't want any more changes. Tom stated the property value is mostly why he opposed and safety would be right up there with it. Greg asked for the Planning and Zoning recommendation. Planning and zoning administrator stated approval on the 7-1 vote. Commissioner Williams stated he would approve the motion based on the recommendation of the planning and zoning administrator. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes). Commissioner Williams also made a motion to approve the Minutes dated June 22, 2017. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes).

MIS LICENSE AGREEMENT: Commissioner Hasty stated that this is for the City of Laurie general license agreement for the GIS software. Commissioner Williams made the motion to accept the license agreement with the City of Laurie. Commissioner Hasty seconded the motion. The motion passed by vote: Commissioner Williams (Yes), and Commissioner Hasty (Yes).

LIMITED LICENSE AGREEMENT

This agreement effective the date of the last signature below is made by the City of Laclede whom has an office located at 147 South Main Laclede Mo 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 Property in for motion & Research. 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 preserve 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 datasets provided to Licensee 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.

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:   11/08/2017
Authorized Member Printed Name and Title Date

Page 2 of 3 Page Limited License Agreement


AUTHORIZATION

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

ATTEST

Rowland Todd, County Clerk

CAMDEN COUNTY, MISSOURI

By: 
Greg Hasty, Presiding Commissioner
11/16/2017
Date

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 10:45 A.M.

Ordered that the Commission adjourn until November 28th, 2017.

Greg Hasty, Presiding Commissioner

Melissa Peters, Benefits Coordinator