

THE COUNTY COMMISSION
OF
STONE COUNTY, MISSOURI

March 26, 2019

STATE OF MISSOURI |
COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone County was held in the courthouse at Galena, on March 26, 2019. Those in attendance today were Presiding Commissioner Mark Maples, Southern Commissioner Hank Smythe and Northern Commissioner Wayne Blades.

Morning Session:

9:00 AM – 10:00 AM

Commission Work Session – General Discussion with no decisions.

10:00 AM

Presiding Commissioner Mark Maples opened the meeting with the pledge of allegiance to the flag. Following the pledge of allegiance, Stone County Clerk Cindy Elmore, delivered the prayer. Those present for this meeting today are as follows: Attorney Martin Studer; County Counsel William McCullah; Denise Dickens, Commission Administrative Assistant; Cindy Elmore Stone County Clerk and Tena Foster, Stone County Clerk's office.

Approval of Commission Minutes

The matter to approve the minutes for Stone County Commission meeting dated March 22, 2018 was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Minutes ordered approved.

Schedule of Bills - 1

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to him from the County Clerk's office in the amount of \$9,580.90. This matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Schedule of Bills - 2

Presiding Commissioner Mark Maples presented a schedule of bills that have been submitted to him from the County Clerk's office in the amount of \$170,652.48. This matter to accept the bills for payment was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Order to pay carried.

Discuss Petitions to Vacate Roads/Hammerhead

Attorney Martin Studer presented the Commission with Orders that would vacate portions of roadways in Jones Bluff Road, Archer Road in Jones Bluff Subdivision and Arrow Lane.

The matter to vacate portions of roadways in Jones Bluff Road, Archer Road in Jones Bluff Subdivision and Arrow Lane was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades – yes. Matter carried, orders signed. Hammerhead-Tabled

Review 2019 Budget Appropriations

Denise Dickens, Commission Administrative Assistant stated that, Tom Martin Emergency Management Director had applied for a grant to pay for a radio, but the grant was denied. Mr. Martin presented the County Commission with an invoice from Command 1, LLC in the amount of \$4,690.33 for this radio. The County Commission agreed to pay for the new radio but failed to budget enough money in the 2019 budget.

The County Commission decided to pay for the radio from the Local Emergency Planning Committee Fund (LEPC) The Commission only budgeted \$2,900.00 in the 2019 budget appropriations, but there is \$14,495.74 cash money in the LEPC Fund. After payment of the radio the budget line will be over budget for 2019.

Cindy Elmore, Stone County Clerk stated that we received a bill for \$4,740.00 from the Circuit Clerks office to pay Guardian Ad Litem fees to Eric Chavez. When we set the budget for 2019, line 01.541.5307, was only allocated \$2,000.00 for attorney fees. We are over by \$2,740.00. We had no way of knowing that we, would receive a bill for this amount. We are presenting to the Commissures a letter explaining why we are over in that line of the Budget, for purposes to acknowledgment for Auditor's office.

NetWatch-HD Surveillance Systems

NetWatch bid to pull cable and replace it for \$31,462.86.

NetWatch assures the County that it will pay its employees prevailing wage on the project, as is required by Section 290.230 RSMo.

03/18/19	JLHQ1919-03	Quote #
Sold To: Stone County Expansion Project- Da Earl Johnson		
Phone: (417) 357-6116 Fax:		
stone.earljohnson@gmail.com		



1. THIRDPARTY INDEMNIFICATION: When Buyer in the ordinary course of business has the property of others in his custody, or the above system intends to protect the persons or property of others, or the system is maintained by others, Buyer agrees to and shall indemnify, defend and hold harmless NetWatch, Inc., its employees and agents for and against:

all claims brought by parties other than the parties of this Agreement. This provision shall apply to all claims regardless of cause including NetWatch, Inc.'s performance or failure to perform and including defects in products, design, installation, maintenance, operation or non-operation of the system whether based upon negligence, active or passive, express or implied contract or warranty, contribution or strict or product liability on the part of NetWatch, Inc., its employees or agents.

2. NetWatch, Inc. IS NOT AN INSURER. UNLIMITED DAMAGES. (1) IT IS UNDERSTOOD AND AGREED THAT COMPANY IS NOT AN INSURER. THAT INSURANCE, IF ANY, SHALL BE OBTAINED BY BUYER. THAT PAYMENTS PROVIDED HEREIN ARE BASED SOLELY UPON THE VALUE OF THE SYSTEM AND ARE UNRELATED TO THE VALUE OF BUYER'S PROPERTY OR THE PROPERTY OF OTHERS LOCATED IN BUYER'S PREMISES. BUYER ACKNOWLEDGES THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX THE ACTUAL DAMAGES IF ANY, WHICH MAY PROXIMATELY RESULT FROM A FAILURE TO PERFORM ANY OF THE OBLIGATIONS HEREIN, OR THE FAILURE OF THE SYSTEM TO PROPERLY OPERATE WITH RESULTING LOSS TO BUYER BECAUSE OF, AMONG OTHER THINGS:

a. The uncertain amount or value of Buyer's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System is designed to protect or avert;


b. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

c. The inability to ascertain exact periods, if any, of any loss would be proximately caused by NetWatch, Inc.'s failure to perform or its equipment to operate;

d. The nature of the System installed by NetWatch, Inc.

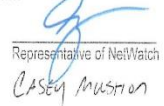
3. (2) Buyer understands and agrees that if NetWatch, Inc. should be found liable for loss or damage due to the failure of NetWatch, Inc. to perform any of the obligations herein, including but not limited to: installation, warranty services, or the failure of the System or equipment in any respect whatsoever, NetWatch, Inc.'s liability shall be limited to \$250,000 as liquidated damages and not as penalty and the liability shall be evaluative, and that provisions of this Section shall apply to loss of damage, irrespective of cause or origin, results directly or indirectly to persons or property loss performance or non-performance of the obligations imposed by this Agreement, or from negligence, active or otherwise, of NetWatch, Inc., its agents, assigns, or employees. In the event that the Buyer wishes NetWatch, Inc. to assume greater liability, Buyer has the right to obtain from NetWatch, Inc. a higher limit by paying an additional amount for the increase in liability, and a rate equal to the actual net worth setting forth such higher limit and additional cost, but such additional obligation shall in no way be intended to hold NetWatch, Inc. as an insurer.

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOSIT BASIS - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF: WITH REGARD TO ANY LICENSED PRODUCTS, WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, REVENUE, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. ANNUAL 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. ONCE SIGNED DOCUMENT BECOMES LEGAL AND BINDING CONTRACT.

Signature:  Date: 3-19-19

Mark W. Maples
Presiding Commissioner

NetWatch assures the County that it will pay its employees prevailing wage on the project, as is required by Section 290.230 RSMo.


Representative of NetWatch

Surveillance - Access Control - Burglar Alarm Protection

Here is the quote you requested.

Ln #	Qty	Description	Unit Price	Ext. Price
1		This quote reflects Stone County Wage Order No. 24 for Comm Tech.		
2		Cat 5e Riser Cable Runs		
3	356	Cat 5e Riser Cable Materials	\$30.63	\$10,904.28
4	1	Cable Management Materials	\$700.00	\$700.00
5	178	Dual Wire Run Labor	\$95.00	\$16,910.00
6		SubTotal		\$28,514.28
7		Rack / Wire Management (3 Closets)		
8	3	Wall Mount Rack, 48 Port Modular Patch Panels, Wire Management	\$704.21	\$2,112.63
9	3	Tripp Lite 1500VA RM UPS	\$278.65	\$835.95
10		SubTotal		\$2,948.58
		SubTotal		\$31,462.86
		Sales Tax		\$0.00
		Shipping		\$0.00
		Total		\$31,462.86

This matter to accept the bid was brought to decision by a roll call vote: Smythe – yes; Maples – yes; Blades - yes. Mater carried.

Recess: 10:25 AM - To Judicial Building Construction Site Update Meeting at 1:00 PM

1:00 PM Judicial Building Construction Site Update Meeting
RE Smith and N-Form discussed information on the construction of the Judicial Building. Discussion only.

Announcements:

Stone County Clerk Cindy Elmore announced, that the County Clerks Office will be in a financial audit the week of May 20, 2019

Public Time:

Time was extended to anyone who wanted to speak to the commission at this time.

Adjournment:

The adjournment of the Stone County Commission meeting was brought to decision by roll call vote: Smythe – yes; Maples – yes; Blades – yes. Meeting adjourned at 1:40 PM

