

THE COUNTY COMMISSION  
OF  
STONE COUNTY, MISSOURI

October 6, 2020

STATE OF MISSOURI |

COUNTY OF STONE |

Be it remembered that a session of the County Commission of Stone was held in the courthouse at Galena, on October 6, 2020. Those in attendance today were Presiding Commissioner Mark Maples, Southern Commissioner Hank Smythe and Northern Commissioner Wayne Blades.

**Work session**

**9:00 AM – 10:00 AM**

Commission Work Session – General Discussion with no decisions.

Presiding Commissioner Mark Maples & County Counsel William McCullah opened the meeting with the pledge of allegiance to the flag. Following the pledge of allegiance, Presiding Commissioner Mark Maples delivered the prayer. Those present for this meeting today are as follows: County Counsel William McCullah; Stone County Clerk Cindy Elmore, and Amanda Parton, Stone County Clerk's office

**Morning Session:**

**10:18 AM**

**Approval of Commission Minutes**

The matter to approve the minutes for Stone County Commission meetings dated October 1, 2020 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 \$52,513. 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.

## Discussion about Maintenance

Discussion on the maintenance for the ceilings in the Circuit clerk's office and Court Room D & C. Also discussed painting the walls in the Judicial Building by R.E. Smith.

## Contract to Provide Zoning Data Layer for Existing County GIS Database

### CONTRACT TO PROVIDE ZONING DATA LAYER FOR EXISTING STONE COUNTY GIS DATABASE

This Contract, entered into by and between

SAM, LLC  
a limited liability company  
doing business as  
SAM Companies  
("the Contractor")

and

STONE COUNTY, MISSOURI  
a Missouri County of the Third Classification,  
("the County")

#### WITNESSETH:

Whereas, for several years, Midland GIS Solutions has been providing ongoing services and products to the County,

Whereas, Midland GIS Solutions is now a part of SAM Companies.

Whereas, the County asked the Contractor to submit a proposal to respectfully submit the following proposal to the County to develop a zoning layer within the county's existing GIS mapping program.

Whereas, the Contract has submitted a proposal on the terms set out below.

#### WHEREAS, THE PARTIES AGREE AS FOLLOWS:

1. The scope of service to be provided by SAM will include:
  - a. SAM will work directly with Ulrich Software to acquire the zoning classification fields for all parcels contained within Stone County's GIS. The Ulrich real estate data export SAM acquires on a weekly basis from Stone County will contain the zoning classification fields. This will ensure any zoning classification changes entered into Ulrich will show up properly on the new zoning layer.
  - b. SAM will create a unique zoning data layer directly within Stone County's GIS database by referencing the zoning classification field. All parcels in the GIS program that have a designated zoning class will be denoted with an appropriate color for each respective zoning classification. Unique

zoning color codes will be assigned for each of the eighteen (18) respective zoning classes contained within Stone County. Parcels with "no" zoning class designation will not be color coded.

- c. The zoning layer will be uploaded to Stone County's existing Integrity GIS website. This will allow the county to turn on the zoning layer as needed and print 8x11 or 11x17 zoning maps for any specific area within the county.
  - d. SAM will ensure the new zoning layer is uploaded into the County's GIS database (provided and maintained by Ulrich Software) on a weekly basis. The will allow the county to print out hardcopy zoning maps as needed.
2. The Contractor shall be paid \$4,948.00, calculated as follows:
    - a. Project management, eight hours @ \$175.00 (\$1,400.00)
    - b. GIS specialist, 24 hours @ \$140.00, \$3,360.00
    - c. Administration, two hours @ \$94.00, \$188.00
  3. The charges set out in paragraph 2 shall be a one-time charge. The Contractor will make no ongoing charge for data uploads to the County. Rather, such data uploads will be scripted as part of Midland GIS Solutions' original contract with the County and will occur automatically as new zoning classifications and data are added to the County's GIS database (provided and maintained by Ulrich Software).
  4. The Contractor's *Standard Terms and Conditions*, set out as an attachment, are incorporated hereby by reference, subject to the following modifications:
    - a. Paragraph 2, *Ownership of Documents*, is amended to provide that the County is a co-owner of the original papers, documents, maps, surveys, digital data, and other work product and copies thereof produced by the Contractor.
    - b. Paragraph 3, *Copyright*, is amended to provide that that protections under copyright laws shall be applicable to the work product to the benefit of both the Contractor and the County.
    - c. Section 8, *Governing Law*, is amended to provide that all litigation shall be brought in the Circuit Court of Stone County, Missouri or the United States District Court for the Western District of Missouri.

- d. Section 9, Indemnification, shall be amended to provide reciprocal indemnification, that is, that the indemnifications set out shall be extended by the County to the Contractor, and by the Contractor to the County.
  - e. While the County will use its best efforts to assure that its officers and employees will not copy or disseminate the Contractor's proprietary software and data, the County expects the Contractor to install and provide such security measures as are necessary to protect the Contractor's proprietary software and data, and confidential software and data from copying or dissemination by any persons who have access to the system provided to the County by the Contractor, or the County's system that may be connected to the system provided to the County by the Contractor.
5. This Contract is subject to all provisions of Missouri law, including the Missouri county budget law.

IN WITNESS WHEREOF, the County Commission of Stone County, Missouri has approved the proposed Contract in its regularly scheduled meeting on October \_\_, 2020, authorizing the Presiding Commissioner to execute, and the Clerk of the County Commission to attest, this Contract.

STONE COUNTY, MISSOURI,  
A BODY POLITICAL AND CORPORATE.

BY:   
MARK W. MAPLES  
PRESIDING COMMISSIONER

Attest:   
CINDY ELMORE  
CLERK OF THE COUNTY COMMISSION



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This Contract was executed on behalf of SAM, LLC on October \_\_, 2020 by Matt Sorensen, Director of GIS Operations, who warrants that company is in good standing, that this contract is the free act and deed of said company, and that this contract is authorized by action of the company's members.


SAM, LLC  
A LIMITED LIABILITY COMPANY  
DOING BUSINESS AS  
SAM COMPANIES

BY: \_\_\_\_\_  
MATT SORENSEN  
DIRECTOR OF GIS OPERATIONS

CERTIFICATE

Pursuant to Section 50.660 RSMo, I certify that on this date there is a balance otherwise unencumbered to the credit of the appropriation to which this obligation is to be charged, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation incurred.

Date: October \_\_, 2020

  
CINDY ELMORE  
CLERK OF THE COUNTY COMMISSION



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**Recess: 10:32 AM**

**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 11:20 AM.