



Bob Dixon  
*Presiding Commissioner*

Harold Bengsch  
*1<sup>st</sup> District Commissioner*

John C. Russell  
*2<sup>nd</sup> District Commissioner*

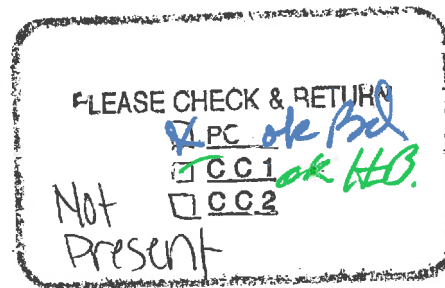
**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

Shane Schoeller  
*Clerk of the Commission*

Christopher J. Coulter, AICP  
*County Administrator*

**Greene County Commission**  
**Commission Briefing Minutes**

**Thursday, August 15, 2019**  
09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville



**Attendees:** Bob Dixon, Harold Bengsch, Chris Coulter, Rob Rigdon, Rick Artman, Michelle Hunt, Phil Corcoran, Franz Williams, Tyler Goodwin, Holy Beadle, Jeff Bassham, Cindy Stein, Jason Wert, Katie Kull and Megan Applegate.

**Informational Items**

Resource Management: Senior project manager Rob Rigdon provided Commission with updates on various projects around campus. Stormwater Engineer Tyler Goodwin gave an update on the Environmental Division to the Commission. Building Operations Superintendent Franz Williams gave an equipment update, the boiler located in the Historic courthouse did not pass inspection. Franz is looking for the best solution and also updated Commission on other pieces of equipment.

**Items for Consideration and Action by the Commission**

**(EX1)** Adoption of Outdoor Festival Ordinance, Chris Coulter. County Administrator Coulter presented the Order and Regulations to the Commission. Commissioner Harold Bengsch moved to approve the adoption of the outdoor festival ordinance. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell.

**(EX2)** Emergency Procurement: Johnson Controls Master Control Software Upgrade for Building Ops, Purchasing Office. Franz Williams presented the emergency procurement. Commissioner Harold Bengsch moved to approve the emergency procurement. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell.

**(EX3)** Designate Jeff Scott as Representative for Budget Officer and Commission Meeting with Courts on 08/16, Budget Office. Commissioner Harold Bengsch moved to approve Budget Officer Jeff Scott to be designated to represent the County Commission at the August 16, 2019 meeting to confer and discuss the Circuit Courts estimates for the next budget year. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell

**(EX4)** Letter of Support for relocation of WWI Monument, Commission Office. Commissioner Harold Bengsch moved to approve circulation of support letter for relocation of WWI Monument. Commissioner

Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell

Letter of Support for Springhouse Village, Commission Office. Commissioner Harold Bengsch moved to table this request until more information is provided by Planning and Zoning. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell

**(EX5)** Letter of Support for Isabel's House, Commission Office. Executive Director Holly Beadle presented the Commission with a letter of support. Commissioner Harold Bengsch moved to approve the support letter for Isabel's House. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell

Lexipol Policy and Training Software Bill, Sheriff's Office Commissioner Harold Bengsch moved to approve the payment for the Lexipol software. Commissioner Bob Dixon seconded the motion and it passed unanimously. YES: Dixon and Bengsch. NAY: none. Abstain: none Absent: Russell

Other:

With no other business the meeting was adjourned.



Bob Dixon  
*Presiding Commissioner*

Harold Bengsch  
*1<sup>st</sup> District Commissioner*

John C. Russell  
*2<sup>nd</sup> District Commissioner*

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**Greene County Commission**  
**REVISED Commission Briefing Agenda**

**Thursday, August 15, 2019**  
09:30 AM  
Historic Courthouse  
Room 212  
940 N Boonville

Informational Items  
Resource Management

Items for Consideration and Action by the Commission  
Emergency Procurement: Johnson Controls Master Control Software Upgrade for Building Ops,  
Purchasing Office

~~Paragon Architecture's Professional Services Contract, Purchasing Office~~

Adoption of Outdoor Festival Ordinance, Chris Coulter

Designate Jeff Scott as Representative for Budget Officer and Commission Meeting with Courts on 08/16,  
Budget Office

Letter of Support for relocation of WWI Monument, Commission Office

Letter of Support for Springhouse Village, Commission Office

Letter of Support for Isabel's House, Commission Office

Lexipol Policy and Training Software Bill, Sheriff's Office

Other:

Calendar Collaboration

**REVISED 08/14/2019**

ex

NO. 19-BCD

**ORDER OF THE  
GREENE COUNTY COMMISSION  
SPRINGFIELD, MISSOURI**

**DATE ISSUED:** August 15, 2019

**SUBJECT:** Adoption of Greene County Regulations for Outdoor Festivals in Greene County.

**WHEREAS**, the Greene County Commission recognizes the need for regulating outdoor festivals in all areas of Greene County in order to protect the health, safety and welfare of the general public and inhabitants of Greene County; and

**WHEREAS**, Section 316.155, Mo. Revised Statutes, requires that no person shall operate, maintain, conduct, advertise, or sell or furnish tickets for a festival in any county in this State unless he or she first obtains a license from that county to operate, maintain or conduct the festival; and

**WHEREAS**, Section 316.160, Mo. Revised Statutes, provides that the County Commission may require a person seeking a festival license to file an application with the County Clerk which shall contain certain information, and that upon receipt of a completed application and an application fee, the County Commission shall hold a hearing with respect to the granting of the license and the conditions for granting a license; and

**WHEREAS**, Section 316.170, Mo. Revised Statutes, provides that the County Commission shall grant, deny or set conditions which must be met for a festival license before the license may be granted; and

**WHEREAS**, the Greene County Commission hereby adopts rules and regulations to be established for the purpose of regulating festivals, as defined in Section 316.150, RSMo., to insure the public health and safety, proper sanitary conditions, proper police and fire protection are maintained in accordance with Section 316.150 to 316.185, RSMo.

**NOW, THEREFORE**, on this 15 day of August, 2019, at a duly called meeting of the Greene County Commission, after public notice, and in open session, upon motion made by Commissioner Harold Bengsch, seconded by Commissioner Bob Dixon and concurred with by Presiding Commissioner Dixon, the Greene County Commission did vote unanimously to adopt a code of regulations, to be known as the Greene County Festival Regulations, for the purpose of regulating festivals, as defined in Section 316.150, RSMo. in Greene County, Missouri.

**IT IS HEREBY ORDERED** that a code of regulations, to be known as the Greene County Festival Regulations, are hereby adopted and enacted, a copy of which is attached hereto, which shall be on file in their entirety at the Greene County Clerk's Office, 940 Boonville Avenue, Springfield, Missouri 65802, which provides penalties for the violation thereof and authorizes said regulations to be amended from time to time by an Order of the Greene County Commission.

**IT IS FURTHER ORDERED** that any person who violates any requirement or provision of the Greene County Festival Regulations shall be deemed guilty of a misdemeanor and shall be punished as provided in Section 192.300, RSMo., including, but not limited to, imposition of civil fines and/or incarceration in the Greene County Jail upon conviction.

**IT IS FURTHER ORDERED** that the Greene County Commission hereby establishes an application fee of One Hundred Dollars (\$100.00) as provided in Section 316.160, RSMo., to be paid as a non-refundable application fee for all persons seeking a festival license in Greene County.

**IT IS FURTHER ORDERED** that the Greene County Festival Regulations shall become effective upon passage by the Greene County Commission, and a copy of this Order shall be filed in the Office of the County Clerk before 5:00 p.m. this date.

Done this 15 day of August, 2019, at 935 o'clock a m.

**GREENE COUNTY COMMISSION**

Bob Dixon  
Bob Dixon  
Presiding Commissioner

YES X NO     

8-15-2019  
DATED

Harold Bengsch  
Harold Bengsch  
Commissioner 1st District

YES X NO     

8-15-2019  
DATED

Absent  
John Russell  
Commissioner 2nd District

YES N/A NO N/A

                      
DATED

## **OUTDOOR FESTIVALS**

### **Sections:**

- 1.12.005 Findings and purpose.**
- 1.12.010 Definitions.**
- 1.12.020 License - Required.**
- 1.12.030 License - Application - Time - Required information.**
- 1.12.040 Plans.**
- 1.12.050 Applicant background check.**
- 1.12.060 Application for use of parks and recreation facilities**
- 1.12.070 License - Application - Processing.**
- 1.12.080 License - Application - Consideration by county commissioners.**
- 1.12.090 License - Issuance.**
- 1.12.100 Duration of license.**
- 1.12.110 Reimbursement of extraordinary costs.**
- 1.12.120 Licensing conditions.**
- 1.12.130 License - Grounds for denial.**
- 1.12.140 License - Revocation.**
- 1.12.150 License - Emergency revocation.**
- 1.12.160 License - Notice of intent to revoke - Hearing.**
- 1.12.170 Violations - Owners of real property.**
- 1.12.180 Violations - Licensee, employee agents or person associated with the license.**
- 1.12.190 Remedies.**
- 1.12.220 Penalty.**
- 1.12.210 Divisibility.**

### **1.12.005 Finding and purpose.**

The County Commission finds and declares that it is necessary for the protection of the health, safety and welfare of the general public and the inhabitants of Greene County that rules and regulations be established for the purpose of regulating festivals, as defined in Section 316.150, RSMo. to ensure the public health and safety, proper sanitary conditions, proper police and fire protection, and to comply with Sections 316.150 to 316.185, RSMo.

### **1.12.010 Definitions.**

- A. "Assembly",** means a company of persons gathered together for any purpose at any location, other than in a permanent building or permanent installation, which has been constructed for and will accommodate the number of persons gathered therein.
- B. "County Commission"** means the governing body of the County known as the Greene County Commission.
- C. "County"** means Greene County, Missouri.
- D. "Extraordinary Costs"** means financial burdens beyond what is normally, usually, regularly, or customarily expended by Greene County in providing services.
- E. "Licensee"** means the promoter who has the right to control the conduct of a festival who applies to the county to hold a festival.
- F. "Festival"** means any music festival, dance festival, rock festival or similar musical activity likely to attract five thousand (5,000) or more people at such an activity which will continue for a period of twelve (12) hours or more, at which music is provided by paid or amateur performers or by prerecorded means, and which is held at any place within Greene County, Missouri, and to which members of the public are invited or admitted for a charge, except:

1. A county fair, youth fair or the Ozarks Empire Fair approved by the Missouri Department of Agriculture;
  2. Any activity conducted by any current or future ongoing licensed business in a permanent location;
  3. Assemblies at any permanent place of worship, stadium, athletic field, arena, auditorium, coliseum, or other similarly permanently established location;
  4. Athletic events sponsored by schools, colleges, professional sports teams, or organized amateur athletic associations or leagues;
  5. Springfield/Greene County Park Board events held at Park Board Parks, its recreational facilities or the Dickerson Park Zoo;
- G. **"Person"** means a natural person, any form of business or social organization and any other nongovernmental legal entity including, but not limited to, a corporation, partnership, association, trust, or unincorporated organization. Notwithstanding the definition of a person, for purposes of applying this chapter, "person" shall not include Greene County, its agencies and departments; the cities of Springfield, Battlefield, Fair Grove, Ash Grove, Willard, Republic, Walnut Grove, Strafford and Rogersville; and any other political subdivision within the county.

**1.12.020 License - Required.**

Every person that operates, maintains, conducts, advertises, sells or furnishes tickets for a festival or series of similar festivals in Greene County, with an actual reasonably anticipated attendance of five thousand (5,000) or more persons on any one day of the event, shall obtain a license from the county to operate or conduct a festival.

**1.12.030 License – Application – Time - Required information.**

An application for a license to conduct a festival must be made in writing to the Clerk of the County Commission at least sixty (60) days prior to the time indicated for the commencement of the planned activity and shall be accompanied by a non-refundable application fee of one hundred dollars (\$100.00). With good cause shown, in case of emergency or extenuating circumstances, applications, may be submitted not less than thirty (30) days in advance of the event. No application fee is required where the applicant is Greene County, or is an agency or department of the county, a city located in Greene County or the Springfield/Greene County Park Board.

All applications must contain the following information:

- A. The name, age, physical and mailing address of the person making the application;
  1. If the application is made by a partnership, the names and addresses of the partners must appear;
  2. If the applicant is a corporation, the application must be signed by the president, vice-president or secretary and must contain the addresses of the corporate officers, a certified copy of the articles of incorporation and a current financial statement shall be submitted with the application;
  3. If the applicant is a city within Greene County, a department thereof, or the Springfield/Greene County Park Board, the application must be signed by the department director, manager, chair or other authorized employee;
  4. Proof of insurance/indemnification of the County with coverage limits in an amount sufficient to cover the sovereign immunity limits for public entities calculated annually by the Missouri Department of Insurance, pursuant to Section 537.610, RSMo. for the calendar year the Application is filed.
- B. The kind, character or type of festival which the applicant proposes to conduct, operate maintain, advertise, sell or furnish tickets to, or carry on must be specified in a statement, including, but not limited to the following for each festival or series of similar festivals where applicable:
  1. The names of the performers and/or performing groups;
  2. The entrance fee, if any, to the public;

3. The number of tickets and/or passes that will be printed and/or distributed to the public;
- C. The address or legal description of the place where the proposed festival is to be conducted, operated or carried on, including:
  1. Proof of ownership of the place where the festival is to be conducted;
  2. A statement signed by the owner of the premises indicating his consent that the site be used for the proposed festival; or
  3. A permit from the public agency which manages the place the outdoor festival is to be conducted, if applicable;
- D. A plot plan showing arrangement of the facilities including those for parking, egress and ingress;
- E. The date or dates and the hours during which the festival is to be conducted;
- F. An estimate of the number of customers, spectators, participants and other persons expected to attend the festival for each day it is conducted;
- G. Names and addresses of anyone contributing, investing or having financial interest greater than five hundred dollars (\$500.00) in producing the festival;
- H. If applicable, proof that the applicant is a Greene County based charitable or nonprofit organization pursuant to Section 501 of the United States Internal Revenue Code or a certificate of nonprofit corporation, association or society from the Missouri Secretary of State;
- I. If applicable, all permits, or proof an application for all permits, required by the State of Missouri or the governmental agencies.

#### **1.12.040 Plans.**

The licensee shall submit to the County Clerk, along with the application, detailed plans to provide law enforcement protection, water facilities, food concessions, toilet facilities, trash cans and litter, medical facilities, fire protection, parking areas, access and parking control, maintenance of a headquarters, and if it is proposed or expected that spectators or participants will remain at night or overnight, the arrangements for illuminating the premises and for camping or similar facilities pursuant to section 1.12.120. In addition, the plans must include what provisions will be made for numbers of spectators in excess of the estimate.

#### **1.12.050 Applicant background check.**

- A. Upon receiving notice of the application as provided for in section 1.12.070(B), unless the applicant is an agency of Greene County, or any incorporated city or town within Greene County, or the Park Board, the Greene County Sheriff shall conduct a criminal history background check of the applicant to determine whether cause exists for denial of the application pursuant to section 1.12.130. At the discretion of the Sheriff, the applicant may be required to present himself to the Greene County Sheriff for fingerprinting. The Greene County Sheriff may send a copy of those thumbprints and fingerprints to the appropriate criminal history repository, and to the Federal Bureau of Investigation, pursuant to for a national background check. At the discretion of the Sheriff, a criminal history records check need not be processed through the criminal history repository and the Federal Bureau of Investigation, but the Sheriff shall review local police records including, without limitation, wants and warrants to determine whether cause for denial exists. The reasonable costs of the background check shall be the responsibility of the applicant and shall be paid to the Greene County Sheriff.
- B. For a second or subsequent application by an applicant, and provided that the applicant, owner, partner, officer or director who signed the application has not changed, the Greene County Sheriff may waive the requirements of this section.

#### **1.12.060 Application for use of parks and recreation facilities.**

The applicant must secure a permit or authorization to conduct or operate any festival proposed to take place on any lands managed by the Springfield/Greene County Park Board. The applicant must provide the permit, or proof an application for the permit.



**1.12.070 License—Application—Processing.**

Upon receipt of a complete application and the application fee, the County Clerk must:

- A. Set the application for public hearing at a regular meeting of the Greene County Commission, not less than fifteen (15) days thereafter, and shall give not less than ten (10) days written notice thereof to the applicant.
- B. Promptly give notice of hearing and copies of the application to: the County Administrator, the Director of the County Resource Management Department, the County Highway Administrator, the Sheriff, the applicable fire district, the applicable ambulance district, the applicable city or town, and the County Counselor's office, who shall investigate the application and report to the Clerk of the County Commission not later than ten (10) days prior to the hearing, with appropriate recommendations related to their official functions, as to granting a license and conditions.

**1.12.080 License—Application—Consideration by county commissioners.**

Based upon the testimony of the witnesses and evidence presented at the hearing, including the report of the department heads, the County Commission may grant the license, deny the license, or set conditions which must be met, or security given that they will be met, before a license may be granted. The applicant must provide proof to the clerk that all conditions imposed or modified by the County Commission are met before the license may be issued by the clerk.

**1.12.090 License—Issuance.**

When the Clerk of the County Commission certifies that conditions have been met, the clerk may issue a license specifying the name and address of the licensee, the kind of festival licensed and the number of days of operation authorized.

The licensee shall keep the license posted in a conspicuous place upon the premises at which the festival is conducted. No license issued pursuant to this chapter shall be transferable or removed to another location.

**1.12.100 Duration of license.**

The duration of any license may not exceed one calendar year. A license is valid for only one festival or one series of outdoor festivals.

**1.12.110 Extraordinary costs.**

Any Greene County department or agency required to perform any duty during the festival that results in it incurring extraordinary costs may request the Clerk of the County Commission to invoice the licensee or proceed against a bond posted pursuant to section 1.12.120(M).

**1.12.120 Licensing conditions.**

At the hearing, the County Commission may establish, modify or waive the conditions that must be met prior to the issuance of any license under this chapter. The County Commission may take a matter under submission before determining which conditions shall be imposed, modified or waived. Where the County Commission takes a matter under submission, written notice of any conditions imposed, modified or waived as a prerequisite to the issuance of a license must be mailed to the applicant within fifteen (15) days of the original hearing.

The conditions which may be imposed, modified, or waived by the County Commission pursuant to the county's general police power pursuant to Section 192.300, RSMo., for the protection of health, safety and property of local residents and persons attending festivals in the county, are as follows:

**A. Law Enforcement.**

Every licensee shall employ at his own expense, law enforcement protection.

1. The number and type of officers shall be determined and specified by the sheriff with approval by the board.
2. Where applicable, the sheriff with the approval of the County Commission can allow a licensee to employ private security officers to meet the requirements of this chapter.
3. The sheriff must be satisfied that the requisite number of law enforcement officers will be provided at all times of operations, plus any specified time prior to and following the event, before a license is issued.
4. If the sheriff's employees are employed by the licensee, funds to employ this specified number of employees, must be deposited with the clerk of the County Commission prior to the license being issued.

**B. Water facilities.**

Every licensee shall provide an ample supply of potable water for drinking and sanitation purposes of the premises of the festival.

1. Location of water facilities at the festival must be approved by the County Commission prior to issuance of a license.
2. There shall be one water outlet for each two hundred fifty persons reasonably expected to attend. The water supply must be capable of dispensing four gallons per hour to be deemed an adequate supply.
3. All water shall meet Missouri and U.S. Public Health Service standards.

**C. Food concessions.**

Every licensee shall provide food concessions or facilities to feed adequately the number of persons expected to attend, considering the event's location, expected attendance, access to and capacity of existing facilities, and the distance from public eating places or like establishments.

1. Concessionaires must be licensed and operate under a valid health department permit. Applicants are solely responsible for ensuring that all food concessionaries are licensed under this section.
2. The licensee shall provide facilities for the washing of hands with both hot and cold water for persons who prepare food at the festival.
3. The licensee shall provide sanitation facilities for employees of the festival. Every licensee shall provide at least one flush-type toilet facility marked "men" and one facility marked "women". The toilet facilities should be located within 50 feet from the concession or operation. All sewage, sink waste and waste water from water closets, lavatories, sinks operated in connection with food concessions or food operations shall be disposed of to a public sewer or a sewage disposal system approved by the county. The requirement for flush-type water closets for food concessions, food operations and for the use of employees may only be waived where the event is in a remote area or because of special situations.

**D. Toilet facilities**

Every licensee shall provide toilet facilities.

1. Toilet facilities that are provided for the festival may include flush-type toilet facilities or non-sewered toilet facilities. Non-sewered toilets that are treated with chemicals must conform to the provisions of the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, and all applicable administrative regulations which pertain to the disposal of sewage.
2. Toilet facilities that are provided for the festival must be kept clean and in good repair. An adequate supply of toilet paper must be provided for each toilet at all times.
3. A signed contract with a licensed sanitation company shall be submitted to the county and a copy of same filed with the application.
4. The requirement for sanitation facilities may not be waived.
5. The county shall determine the number of toilet facilities required for the outdoor festival based on the following table:

| NUMBER OF TOILET FACILITIES REQUIRED                  |   |    |    |     |     |     |     |     |     |               |
|---|---|----|----|-----|-----|-----|-----|-----|-----|---------------|
| EXPECTED PEAK<br>HOURLY<br>ATTENDANCE<br>AT THE EVENT | EXPECTED AVERAGE NUMBER OF HOURS<br>SPENT AT THE EVENT PER PERSON |    |    |     |     |     |     |     |     |               |
|   | 0-1   | 2  | 3  | 4   | 5   | 6   | 7   | 8   | 9   | 10 or<br>more |
| 1-500   | 2   | 4  | 4  | 5   | 6   | 7   | 9   | 9   | 10  | 12            |
| 501-1,000   | 4   | 6  | 8  | 8   | 9   | 9   | 11  | 12  | 13  | 13            |
| 1,001-2,000   | 5   | 6  | 9  | 12  | 14  | 16  | 18  | 20  | 23  | 25            |
| 2,001-3,000   | 6   | 9  | 12 | 16  | 20  | 24  | 26  | 30  | 34  | 38            |
| 3,001-4,000   | 8   | 13 | 16 | 22  | 25  | 30  | 35  | 40  | 45  | 50            |
| 4,001-5,000   | 12  | 15 | 20 | 25  | 31  | 38  | 44  | 50  | 56  | 63            |
| 5,001-10,000  | 15  | 25 | 38 | 50  | 63  | 75  | 88  | 100 | 113 | 125           |
| 10,001-15,000   | 20  | 38 | 56 | 75  | 94  | 113 | 131 | 150 | 169 | 188           |
| 15,001-20,000   | 25  | 50 | 75 | 100 | 125 | 150 | 175 | 200 | 225 | 250           |

- Upon the request of the licensee, the county may amend the number of toilets required for the festival, if the numbers of toilets proposed are sufficient.

**E. Trash cans and litter**

Every licensee shall provide an ample supply of trash cans on the premises for the event.

- Every licensee shall be required to furnish a minimum of one trash can with a minimum of a thirty-six (36) gallon capacity for each one hundred persons expected to be in attendance.
- An adequate supply of plastic bag liners to fit the trash receptacles shall be provided and each container shall at all times have a plastic bag liner inserted and when full, it shall be tied, removed and a new plastic bag liner inserted.
- The pick-up and removal of refuse, trash, garbage and rubbish shall be at least once a day and more often if required by the county.
- A signed contract with a licensed refuse collector shall be submitted to the county and a copy of same filed with the application.
- Removal of all trash and refuse shall be at the licensee's expense.

**F. Medical facilities.**

Every licensee shall provide emergency medical treatment facilities and employ, at his own expense, medical personnel.

- The number medical personnel and type of medical treatment facilities on the premises shall be determined and specified by the applicable fire department or district and/or the applicable ambulance district with the approval by the County Commission.
- The applicant shall be required to provide emergency medical treatment facilities on the premises of the festival. The location of the facilities, number of doctors, nurses and other aides needed to staff the facilities and the quantity of medical supplies, drugs,

ambulances and other equipment that must be on the site, shall be approved by the applicable fire district and/or the applicable ambulance district prior to the issuance of any license under this chapter.

3. Traffic lanes and other adequate space shall be designated and kept open for access and travel for ambulance, helicopter and other emergency vehicles to transport patients or staff to appropriate on and off-site treatment facilities.
4. If fire and/or ambulance district employees are employed by the licensee, funds to employ this specified number of employees must be deposited with the Clerk of the County Commission prior to the license being issued.

**G. Fire protection.**

Every licensee shall employ at his own expense, fire protection.

1. The number of fireguards and type of fire protection on the premises shall be determined and specified by the applicable fire department or district with the approval by the County Commissioners.
2. Flammable vegetation and other fire hazards shall be removed in a manner and in the quantity determined by the applicable fire district.
3. First aid fire extinguishment equipment shall be provided as directed by the applicable fire department or district.
4. Applicant shall be required to comply with all International Fire Code requirements as determined by the applicable fire department or district.
5. If fire and/or ambulance district employees are employed by the licensee, funds to employ this specified number of employees must be deposited with the clerk of the County Commission prior to the license being issued.

**H. Parking areas, access and parking control.**

Every licensee shall provide adequate parking space for persons attending the festival by motor vehicle.

1. The sheriff, and where applicable the Missouri Department of Transportation, must approve the licensee's "parking plan" before a license shall be issued.
2. Every licensee shall provide adequate ingress and egress to the festival.
3. Necessary roads, driveways and entrance ways shall exist to insure orderly flow of traffic into the premises from a highway or road which is a part of the county highway system or which is a highway maintained by the state.
4. A special access way for fire equipment, ambulances and other emergency vehicles is required.
5. Persons desiring to operate or conduct a festival may be required to provide a separate parking space for every ten persons expected to attend the festival by motor vehicle. Individual parking spaces shall be clearly marked and shall not be less than eight feet wide and twenty feet long.
6. Any licensee may be required to show the traffic guards are under his employ to insure orderly traffic movements and relieve traffic congestion in the vicinity of the festival area.

If applicable, copies of the permit or application for permits from the Missouri Department of Transportation or the Missouri Highway Patrol must be submitted to the county with the application

**I. Hours of operation.**

All festivals which are subject to license under this chapter shall close and cease operation continuously between the hours of two a.m. and six a.m. of each and every day.

**J. Maintenance of headquarters or contact information.**

Every licensee must maintain a headquarters at the site of the gathering or provide contact information, including a cellular phone number, of the licensee or a natural person designated by the licensee who is responsible for the event. Every licensee must ensure that a natural person designated by the licensee is present at the headquarters of the operator at all times that the festival is in operation or that the designated person may be contacted and respond to the event within a reasonable amount of time and is authorized to take

immediate action to correct or terminate a violation of any provision of this code identified to him by any employee of the county.

**K. Illumination.**

Every licensee planning to conduct a festival after dark or planning to allow persons who attend the festival to remain on the premises after dark, shall provide electrical illumination to insure that those areas which are occupied are lighted at all times.

1. A licensee may be required to illuminate specific areas on the premises in accordance with the following scale of lighting intensity:

| ILLUMINATION                       | WATT/SQ.FT. |
|------------------------------------|-------------|
| Open areas reserved for spectators | 0.50        |
| Stage areas                        | 5.00        |
| Parking and overnight areas        | 0.25        |
| Restroom and concession areas      | 1.00        |

2. Upon the request of the licensee, the county may amend the scale of lighting intensity required for festival, if the scale of lighting intensity proposed is sufficient for that outdoor festival.

**L. Overnight camping facilities.**

Every licensee authorized to allow persons who attend the festival to remain on the premises overnight shall provide camping facilities and overnight areas that meet the requirements of the state and county for mobile home parks, special occupancy trailer parks and campgrounds, including travel trailer parks, recreational trailer parks, temporary trailer parks, incidental camping areas and tent camps. The areas and facilities shall be approved by the county prior to the issuance of any license.

**M. Bonds.**

Every licensee may be called upon to post an indemnity bond or a performance bond in favor of the county in connection with the operation of a festival.

1. Bonds required by this chapter must be approved by the County Counselor and the County Administrator prior to the issuance of a license.
2. A licensee may be required to submit a surety bond written by a corporate bonding company authorized to do business in the state of Missouri in a penal amount determined by the County Commission. The bond shall indemnify the county, its agents, officers, servants and employees and the county commissioners, and any other public agencies, their agents, officers, servants and employees involved against any and all loss, injury and damage of any nature whatsoever arising out of or in any way connected with the festival, and shall indemnify against loss, injury and damage to both person and property.
3. The county may demand that the licensee provide a corporate surety bond written by a corporate bonding company authorized to do business in the state of Missouri, indemnifying the county and the owners of property adjoining the festival site for any extraordinary costs incurred by the county during the festival. The bond shall be in an amount determined by the County Commission.
4. Additionally the county may demand that the licensee provide a corporate surety bond written by a corporate bonding company authorized to do business in the state of Missouri, indemnifying the county and the owners of property adjoining the festival site for any costs necessitated for cleaning up and/or removing debris, trash or other waste from, in and around the premises. The bond shall be in an amount determined by the County Commission.

**N. Insurance.**

Every licensee shall furnish proof of insurance coverage in an amount of not less than an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Missouri Department of Insurance and published annually in the Missouri Register pursuant to Section 537.610, RSMo. For example, during the calendar year 2014, Applicant

shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$2,657,587.00 and for any one person in a single accident or occurrence of at least \$403,139.00. Applicant shall maintain liability insurance of \$3,000,000.00 for all other types of liability. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County as determined by the county in the aggregate property damage and general liability insurance providing bodily injury coverage covering any officer, employee, volunteer, member, agent or representative of the licensee and any officer, employee, volunteer, member, agent or representative of Greene County while acting in the performance of his or her duties.

**O. Indemnification**

Every Licensee must indemnify, hold harmless, and defend Greene County, its agents, officers, servants and employees and the County Commission, and any other public agencies their agents, officers, servants and employees, from and against any and all losses, injuries, or damages of any nature whatsoever arising out of, or in any way connected with the festival or series of festivals.

**P. Financial statements.**

Each licensee shall be required to provide a current financial statement to give assurance of the ability of the promoters or applicants to meet the conditions of the permit.

**Q. Miscellaneous requirements.**

Any applicant may be required to meet any other condition prior to receiving a license to conduct a festival which is reasonably calculated to be necessary to protect the health, welfare and property of local residents and persons attending the festival.

**1.12.130 License - Grounds for denial.**

After holding the required public hearing, the County Commissioners may deny issuance of a license if it finds any of the following:

- A. That the applicant fails to meet the conditions imposed pursuant to this chapter;
- B. That the proposed festival will be conducted in a manner or location not meeting the health, zoning, fire or building and safety standards established by the ordinances of the county or the laws of the state;
- C. That the applicant has knowingly made a false, misleading or fraudulent statement of material fact in the application for license or in any other document required pursuant to this chapter;
- D. That the applicant, his employee, agent or any person connected or associated with the applicant as a partner, director, officer, stockholder, associate or manager, has previously conducted the type of festival being applied for which resulted in the creation of a public or private nuisance;
- E. That the applicant, his employee, agent or any person associated with the applicant as partner, director, officer, stockholder, associate or manager has been convicted in a court of competent jurisdiction, by final judgment of:
  1. An offense involving the presentation, exhibition or performance of an obscene production, motion picture or place; or of selling obscene matter;
  2. An offense involving lewd conduct;
  3. An offense involving the use of force and violence upon the person of another, or
  4. An offense involving misconduct with children, or;
  5. A felony.

Where the application is denied, the County Clerk shall mail to the applicant written notice of denial within fourteen days of the action, which notice shall include a statement of the reasons the application was denied.

**1.12.140 License - Revocation.**

The County Commission shall have the power to revoke any license, or to revoke and reinstate any license, upon suitable conditions, when the following causes exist:

- A. The licensee fails, neglects or refuses to pay the clerk of the County Commission the fees prescribed by this chapter;
- B. The licensee, his employee or agent, fails, neglects or refuses to fulfill any or all of the conditions imposed pursuant to this chapter;
- C. The licensee allows the festival to be conducted in a manner which violates any law or regulation established by the ordinances of the county or the laws of the state;
- D. The licensee allows the festival to be conducted in a disorderly manner or knowingly allows any person to remain on the premises of the festival while under the influence of intoxicating liquor or any narcotic or dangerous drug;
- E. The licensee, his employee or agent, is convicted of any of the offenses enumerated in this Order.

#### **1.12.150 License - Emergency revocation.**

Notwithstanding any other provisions of this section, the sheriff may issue an emergency order revoking a license when the sheriff believes that such action is necessary for the immediate preservation of the public peace, health, safety or general welfare. The emergency order shall set forth the grounds upon which it is based, including a statement of facts constituting the emergency necessitating such action. The emergency order shall be effective immediately upon issuance and service on the licensee or agent of the licensee. The licensee shall immediately cease operation of the festival.

#### **1.12.160 License - Notice of intent to revoke - Hearing.**

Notice of intent to revoke any license shall be given and the licensee shall be entitled to a hearing. The County Clerk shall give notice, setting forth the causes for revocation and shall state the time and place at which the matter of revocation will be heard before the County Commission. The notice shall be mailed not later than ten (10) days prior to the date set for hearing. The County Commission shall hear all interested parties and may revoke a license only for one or more causes enumerated by this Order.

#### **1.12.170 Violations - Owners of Real Property.**

- A. It is unlawful for an owner of any interest in real property to do any of the following:
  - 1. Hold or conduct a festival on this property without first obtaining a license for the festival; or
  - 2. Knowingly and willfully admit a greater number of persons to the festival than is authorized by the license; or
  - 3. Knowing that a license is required, agree to let another person use the property for the purpose of holding or conducting a festival prior to the other person obtaining a license, and the other person thereafter holds or conducts an outdoor festival without having obtained a license; or
  - 4. Consent to the issuance of a license for another person to hold a festival and the other person admits a greater number of persons to the outdoor festival than is authorized by the license.
- B. The owner of real property shall be strictly liable, without any showing of an intentional act or omission on his part for all of the following:
  - 1. Damages in an amount equal to all actual costs incurred by any public entity, including the county, providing extraordinary governmental services for the protection or preservation of the public peace, health or safety which are proximately caused by the holding or conducting of the event,
  - 2. Damages for any injury to property occurring to or on any other real property that are proximately caused by holding or conducting the festival.

#### **1.12.180 Violations - Licensee, Employee Agents or Person Associated with the License**

It is unlawful for any licensee, employee, agent or person associated with the licensee, to do any of the following:

- A. Conduct or operate a festival without first procuring a license to do so;
- B. Sell tickets to a festival without first obtaining a license;
- C. Operate, conduct or carry on any festival in a manner to create a public or private nuisance;
- D. Exhibit, show or conduct within the place of any festival any obscene, indecent, vulgar or lewd exhibition, show, play, entertainment or exhibit no matter by what name designated;
- E. Allow any person on the premises of the licensed festival to cause or create a disturbance by offensive or disorderly conduct;
- F. Knowingly allow any person to consume, sell or be in possession of intoxicating liquor while in a place of an festival except where the consumption or possession is expressly authorized under the laws of the state;
- G. Knowingly allow any person at the licensed festival to use, sell or be in possession of any narcotic or dangerous drug while in, around or near a place of the festival.
- H. Fail to cease operation of a festival where an emergency order has been issued pursuant to section 1.12.150.

#### **1.12.190 Remedies**

- A. The county retains any and all civil remedies, including the right of civil injunction for the prevention of these violations and for the recovery of money damages therefore.
- B. No liability under this section shall attach to any public entity.
- C. The liability imposed by this section is in addition to any other liability imposed by statute, ordinance or judicial decision on any person.
- D. In addition to any other remedy, the county may enforce its permit requirements by bringing an action to enjoin any or all of the following:
  - 1. The holding of an festival, without a license;
  - 2. Ticket sales for, or advertising or promotion of, a festival prior to the
  - 3. The threatened violation of a license requirement limiting the number of persons in attendance at a festival.

#### **1.12.200 Penalty**

Any person who violates any of the provisions of this chapter is guilty of a misdemeanor and upon conviction shall be punished by imprisonment in the Greene County jail for a term not to exceed six (6) months, or by a fine not to exceed one thousand dollars (\$1,000.00), or both such fine and imprisonment.

#### **1.12.210 Divisibility**

If any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held by a court of competent jurisdiction to be invalid such decision shall not affect the validity of the remaining portions of this chapter.





ex 2



OFFICE OF THE PURCHASING DIRECTOR  
933 N. ROBBERSON AVE., SPRINGFIELD, MO 65802

BOB DIXON  
PRESIDING COMMISSIONER

HAROLD BENGSCHE  
COMMISSIONER, 1<sup>st</sup> DISTRICT

JOHN C. RUSSELL  
COMMISSIONER, 2<sup>nd</sup> DISTRICT

### REQUEST FOR EMERGENCY PROCUREMENT

The county commission may waive the requirement of competitive bids or proposals for supplies when the county commission has determined that there exists a threat to life, property, public health, or public safety or when immediate expenditure is necessary for repairs to county property in order to protect against further loss of, or damage to, county property, to prevent or minimize serious disruption in county services or to ensure the integrity of county records. Emergency procurements shall be made with as much competition as is practicable under the circumstances.

A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, and a listing of the item(s) procured under the contract.

### UPON COMPLETION OF THIS FORM, PLEASE SUBMIT TO THE PURCHASING DEPARTMENT & BUDGET DEPARTMENT

Requesting Office or Department Building Operations

Person Requesting Franz Williams

Date Requested 8/13/2019

Phone Number 417.868.4033

The following is a list of questions that must be answered when making emergency procurement requests. This is a formal document for submission to the Commission for the requesting department.

1. Please describe the reason for the request of emergency procurement with respect to the threat to public health, welfare, or safety: This is a security life safety issue, not having 2 computers running in master control of the jail.

## REQUEST FOR EMERGENCY PROCUREMENT

2. Describe anticipated consequences of not procuring immediately: As of right now we have only one computer running all doors and cameras. Building is too large for just one station to be running safely.
3. Describe and attach any quotes received: Have a quote from Johnston controls for the software upgrade on both computers.
4. Is this a one-time purchase? ☒ Yes ☐ No
5. If not, detail the anticipated future purchases with anticipated acquisition dates:
6. Was the expense included in your annual budget? ☐ Yes ☒ No  
If you checked no, how are you proposing the request be funded?  
Savings from Account: \_\_\_\_\_  
Or Contingency: \_\_\_\_\_

|                     |  |
|---------------------|--|
| Vendor(s) Name      | <u>Johnson Controls</u>  |
| Vendor(s) Address   | <u>2757 S Austin AVE. Springfield, Mo 65807</u>                    |
| Vendor(s) Phone     | <u>417.883.8985</u>  |
| Product Description | <u>Software upgrade for <sup>master</sup> Control 2 computers.</u> |
| Estimated Cost      | <u>\$ 8,940.00</u>   |
| Account Number:     | <u>227-31-201-54401 PhilC confirmed 8/15/19</u>                    |

Presiding Commissioner Approval: Bob Nijon 8/15/19

Commissioner, 1<sup>st</sup> District Approval: Harold Dugan

Commissioner, 2<sup>nd</sup> District Approval: Absent

Auditor Approval: Craig Steen 8/15/19

Purchasing Department Approval: Michelle Hunt

PURCHASE ORDER/ REQUISITION NUMBER: 045641 ~~62239~~

(Assigned by Purchasing)/ (Assigned by Requestor)

33263



2757 S AUSTIN AVE  
SPRINGFIELD, MO 65807-0000  
(417) 883 8985  
FAX: (417) 883 9950

## Johnson Controls Quotation

TO:

Greene County Purchasing  
933 N Boonville  
SPRINGFIELD, MO 65802-3801

Project: Greene CO Locking Soft Upgrade  
Customer Reference:  
Johnson Controls Reference: 606617501  
Date: 08/13/2019  
Page 1 of 4

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

| QUANTITY | MODEL NUMBER   | DESCRIPTION   |
|----------|--|---|
| 2        | <b>Greene CO Locking Soft Upgrade</b><br>Greene CO Locking Soft Upgrade<br>DPDE<br>TECH LAB<br>Technical Services - Greene CO Locking Soft Upgrade<br>TECH LAB | Omron InduSoft SW Upgrade<br>Computer Config, Support, VPN<br>TECHNICAL SERVICE |

**Total net selling price, FOB shipping point, \$8,940.00**

### Comments

New Version of IntuSoft Locking Control Software for two Windows 10 computers at Greene County Jail including installation.

#### Scope of work:

1. Greene County to furnish two new Windows 10 Dell Computers
2. Greene County to send both computers to our Criminal Justice Service Center for loading and testing of software. Shipping address at bottom. Over night shipping would be recommended
3. CJSC to send computers back to local JCI office on completion with over night shipping,
4. JCI to bring computers on site to hook up, commission and test system.

Note: Software has one year warranty that includes upgrades.

JCI Criminal Justice Operations Center  
Atten: Clint Hansen  
1281 Newell Parkway  
Montgomery, Alabama 36110

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

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Project: Greene CO Locking Soft Upgrade  
Customer Reference:  
Johnson Controls Reference: 606617501  
Date: 08/13/2019  
Page 2 of 4

#### **TERMS AND CONDITIONS (Rev. 3/19)**

**1. Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. In the event project duration exceeds one month, Company reserves the right to submit partial invoices for progress payments for work completed at the project site. Customer agrees to pay any progress invoices in accordance with the payment terms set forth herein. In exchange for close-out documents to be provided by Company, Customer agrees to pay Company the remaining project balance when on-site labor is completed and prior to any final inspections. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees.

**2. Deposit.** Customer agrees to pay a deposit equal to 30% of the project sell price (pre-tax) prior to Company providing any labor or materials on the project. Company will generate an invoice for the 30% deposit within three (3) business days after Company's receipt of a written agreement or order from Customer. Company will not commence work until receipt of the deposit.

**3. Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

**4. Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

**5. Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required

will be provided at an additional cost to Customer.

**6. Limitation of Liability; Limitations of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences thereof that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences thereof, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.**

**7. Reciprocal Waiver of Claims (SAFETY Act).** Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

**8. General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be

performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

**9. Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

**10. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

**11. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America



due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

**12. Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

**13. Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

**14. OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

**15. Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

**16. Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

**17. Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or

construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

**18. Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

**19. Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

**20. Backcharges.** No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

**21. System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

**22. Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

**23. Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the

Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

**EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.**

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

**24. Indemnity.** Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

**25. Insurance.** Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

**26. Termination.** Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all



Project: Greene CO Locking Soft Upgrade  
Customer Reference:  
Johnson Controls Reference: 606617501  
Date: 08/13/2019  
Page 4 of 4

charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

**27. Default.** An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

**28. Exclusions.** Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current

fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

**29. No Option to Solicit.** Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

**30. Force Majeure; Delays.** Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

**31. One-Year Limitation on Actions; Choice of Law.** It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

**32. Assignment.** Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

**33. Entire Agreement.** The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

**34. Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

**35. Legal Fees.** Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

**36. License Information** (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at [www.jci.com](http://www.jci.com) or contact your local Johnson Controls office.

#### IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES.** This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

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|--|---|
| Offered By:<br>Johnson Controls Fire Protection LP<br>License#:<br>2757 S AUSTIN AVE<br>SPRINGFIELD, MO 65807-0000<br><br>Telephone: (417) 883 8985<br><br>Representative: Daniel Rooney<br><br>Email: Daniel.1.Rooney@jci.com | Accepted By: (Customer)<br><br><br>Company: _____<br>Address: _____<br>Signature: _____<br>Title: _____<br>P.O.#: _____ Date: _____ |
|--|---|

Fire, Security, Communications, Sales & Service  
Offices & Representatives in Principal Cities throughout North America

ex3  
Title VI COUNTY, TOWNSHIP AND POLITICAL SUBDIVISION GOVERNMENT

Chapter 50

**50.642. Presiding judge of circuit court to meet with county budget officer and county commission to discuss budget before filing estimate.** — 1. The presiding judge of each circuit court, or the presiding judge's designee, shall, not later than fifteen days prior to filing the budget estimates with the county budget officer as required by section 50.640, meet with the county commission and budget officer of each county or their respective designees, and confer and discuss with them the circuit court's estimates of its requirements for expenditures and its estimates of its revenues for the next budget year. After the presiding judge and county commissions or their representatives have met, conferred and discussed the estimates, the estimates of the circuit court shall be transmitted to the budget officer of each county in the same manner as provided by section 50.640.

2. In all respects other than as provided in subsection 1 of this section, the budget of the circuit court shall follow the same course and be subject to the same rights, obligations and processes as otherwise provided by law.

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(L. 1995 H.B. 274 & 268 merged with S.B. 352)

Motion: I make a motion that Budget Officer Jeff Scott be designated to represent the County Commission at the August 16, 2019 meeting to confer and discuss the Circuit Court's estimates for the next budget year.



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Bob Dixon  
*Presiding Commissioner*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
**(417) 868-4112**

Shane Schoeller  
*Clerk of the Commission*

Harold Bengsch  
*1<sup>st</sup> District Commissioner*

Christopher J. Coulter, AICP  
*County Administrator*

John C. Russell  
*2<sup>nd</sup> District Commissioner*

August 15, 2019

Mr. Gary Edmondson, Superintendent  
Springfield National Cemetery  
1702 E. Seminole Street  
Springfield, Missouri 65804

Dear Mr. Edmondson and Springfield National Cemetery Officials:


The Greene County Commission respectfully seeks your approval to formally relocate the World War I Memorial Marker from Grant Beach Park to the grounds of the Springfield National Cemetery.


We believe moving this important memorial to your location has many advantages, including overall public visitation and appreciation, better potential for interpretation, increased protection for the memorial itself which is always a challenge in a public park setting, and a sincere opportunity to provide a better home for an extremely important symbolic piece of Springfield's history and sacrifice in conjunction with the World War I conflict.

With all of these issues foremost in mind, the Greene County Commission requests your support in relocating the World War I memorial, which is currently located in Grant Beach Park, to the Springfield National Cemetery. Thank you for your time and consideration. Please feel free to contact us if you have any questions or concerns.

Respectfully,

  
Bob Dixon  
Presiding Commissioner

  
Harold Bengsch  
Commissioner District 1

  
John C. Russell  
Commissioner District 2

exg



Bob Dixon  
*Presiding Commissioner*

**COUNTY COMMISSION**  
**Greene County, Missouri**  
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*County Administrator*

John C. Russell  
*2<sup>nd</sup> District Commissioner*

We are writing in support of the Isabel's House application for the Emergency Solutions Grant. The work Isabel's House does is vital and the organization is an important asset to our community. The Diaper Bank and Isabel's House collaborate to bring several needed programs to our area and due to their work we know our local families grow stronger and child abuse and neglect is prevented. Funding from the Emergency Solutions Grant will help them continue to successfully fulfill their mission.

Isabel's House cares for more than 350 children each year while helping families work through crisis situations such as homelessness, unsafe housing, overwhelming parent stress, physical and mental health needs, and domestic violence. In recent years, homelessness has become the most common primary reason for service, with more than 49% of families coming to Isabel's House due to homelessness or other housing-related emergencies. Isabel's House is a place where families can turn during difficult circumstances to strengthen their family and ensure their child's immediate safety. The average length of stay for a child at Isabel's House is approximately 8.4 days. Last year alone, 365 children were safe, had all their needs met and were able to be kids at Isabel's House. A total of 195 families were supported and able to address crisis with care and guidance from Isabel's House. In the 2018-19 fiscal year, Isabel's House had a remarkable 85% success rate in reducing parent stress, as reported by the family, and a 97% success rate in stabilizing families and keeping them together.

Isabel's House has served southwest Missouri children and families for more than 12 years, and in that time more than 4,500 children and nearly 2,300 families have been strengthened and supported. More than 98% of families Isabel's House serves are living in poverty, and without care from the organization, the children in these families would be at greater risk for child abuse and neglect.

Thank you for your consideration.

  
Bob Dixon  
Presiding Commissioner

  
Harold Bengsch  
Commissioner District 1

 Absent  
John C. Russell  
Commissioner District 2