



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 5236)

Meeting: 02/04/21 08:55 AM

Department: County Clerk

Category: Meeting Items

Prepared By: Paula Brumfield

Initiator: Paula Brumfield

Sponsors:

DOC ID: 5236

Meeting Attachments

ATTACHMENTS:

- 020421 APPOINTMENT LETTER - SCSFB - JOHNSON RICK (PDF)
- 020421 APPOINTMENT LETTER - CCHD - SETTLE JULIE - CORRECTED (PDF)
- 020421 CCHD - APPOINTMENT REQUEST LETTER (PDF)
- 020421 COVID-19 - VACCINATION SITE UPDATE (PDF)
- 020421 MAINTENANCE - 4TH QUARTER REPORT 2020 (PDF)
- 020421 BID - ELECTRIC GATE - POWERS GATES LIGHTING (PDF)
- 020421 AWARD LETTER - HWY DEPT GATES - POWERS GATES LIGHTING LLC (PDF)
- 020421 SUNSHINE LAW TRAINING - REVIEW - POWER POINT (PDF)



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

04 February 2021

Rick Johnson
[REDACTED]
[REDACTED]

Dear Rick,

The Christian County Commission wishes to confirm your appointment to the Senior Citizens Service Fund Board (SCSFB). You will be filling Mr. Steve Tallaksen's unexpired term which expires in September of 2022.

We thank you for your willingness to serve on this board and we greatly appreciate you making Christian County a better place!

Sincerely,

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner



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Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

04 February 2021

Dr. Julie Settle



Dear Dr. Julie Settle,

The Christian County Commission wishes to confirm your appointment to the Christian County Health Department Board of Trustees. You will be filling Dr. Mark Woods' place on the board until April of 2022 during which time you will need to run to complete the unexpired term which expires in April of 2024

We thank you for your willingness to serve on this board and we greatly appreciate you making Christian County a better place!

Sincerely,

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner



CHRISTIAN COUNTY
HEALTH DEPARTMENT

Show them healthy.

301 E BRICK
PO BOX 340
OZARK, MO 65721

Phone 417-581-2385
Fax 417-581-6130

February 1, 2021

Christian County Commission
100 W. Church St.
Room 100
Ozark, MO 65721

Dear County Commissioners,

Dr. Mark Woods, one of our Christian County Health Department Board of Trustees recently passed away creating a vacancy on the five-member Board that needs to be filled.

Dr. Julie Settle has expressed interest in filling Dr. Mark Woods unexpired term as a Board member. Dr. Julie Settle resides in Ozark and she has numerous years of experience working in the healthcare field. Her address is [REDACTED], and her contact phone number is [REDACTED].

Thank you for considering Dr. Julie Settle as a prospective Board member for the Christian County Health Department.

Sincerely,

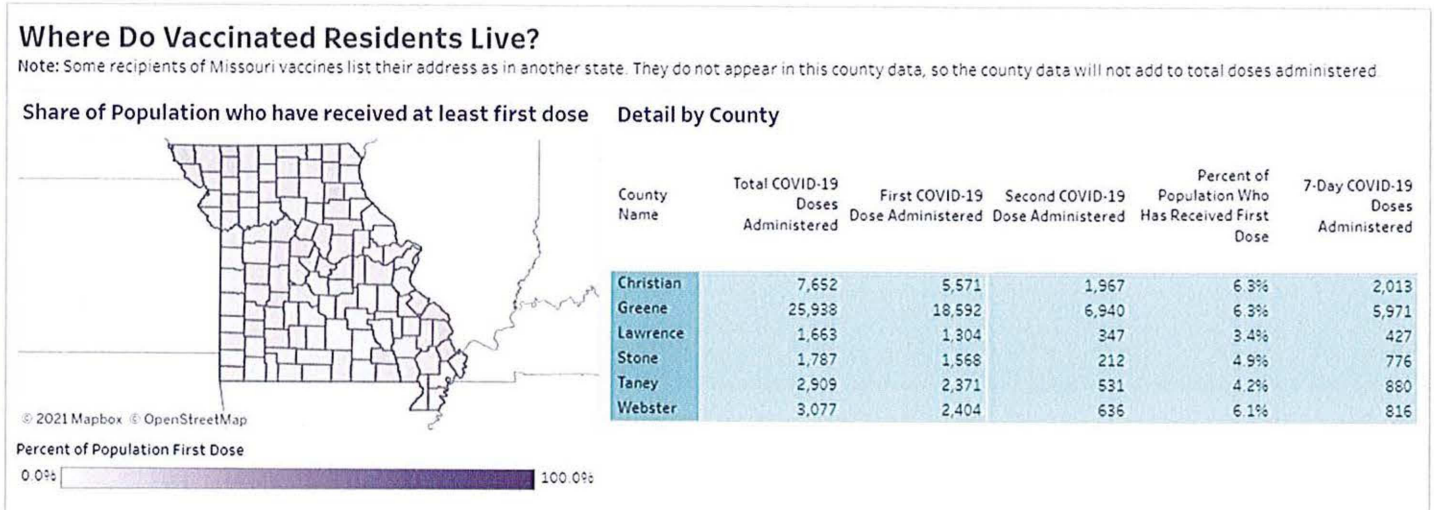
Dr. Karen Peak

Dr. Karen Peak
Administrator

PLANNING UPDATE FOR MASS PROPHYLAXIS TO BE IMPLEMENTED BY CHRISTIAN COUNTY

Countywide Progress

The State of Missouri collects daily information as residents are vaccinated and makes that data available at covidvaccine.mo.gov/data/. As of 2/4/2021, 6.3% of Christian County residents have received the first dose of one of the two vaccines.



This graphic which compares Christian and its neighboring counties suggests that we currently are keeping pace relatively well.

We must also recognize the fact that our bedroom community has many healthcare workers who were able to receive vaccinations at Cox or Mercy up in Springfield but because their home address is in Christian County their numbers are credited to us. This factor has artificially inflated the perceived success of our efforts locally and we must anticipate less favorable progress statistics in the future unless we ramp up our own programs locally to facilitate mass vaccinations.

In order to succeed the County must:

- Equip itself with the tools and supplies to undertake this project
- Align with necessary partners and agencies to obtain and administer vaccinations
- Establish communication with the public in order to direct individuals to the appropriate locations at specific times

Various aspects of the tasks listed above are being accomplished simultaneously as staff is nearing a point of “readiness” to fully engage in this battle. Regardless of how ready we may become, our success is still controlled by the availability of vaccine.

Sign-up Portal

The County has invested a significant amount of CARES Act funds into a software package which will allow citizens to indicate their interest in receiving the vaccine and also providing information which will help sort them geographically and also by where they fit into the prioritization hierarchy. This information will also allow us to communicate back to them when it is their time to get vaccinated.

We are in the final stages of preparing this portal for launch. Hopefully we will be ready to go live by February 15th. The link and primary conduit to the online portal will be located front and center on the County website. Our campaign will direct citizens to Christiancountymmo.gov. Clicking on the link provided will take them directly to the portal. Because this campaign will like drive an unprecedented number of visitors to the county website it would be wise to suggest that all office holders and departments review and make any needed updates to their web pages asap.

We recognize that not all citizens are tech savvy or have access to a computer. For this reason, our EMA is prepared to set up as many as 12 phone lines fed off an 800 number where citizens can call in and speak with a volunteer who will collect the pertinent information and enter it into the system.

Awareness

In order for citizens to participate they must first be made aware of our sign-up portal and have guidance directing them to the appropriate web link or phone number.

Swift911 – Phil has access to a large number of people’s contact information and can send out a mass message very easily.

Press release – an announcement can be issued as part of a press release

Post cards – We have created a postcard which has the web link and phone number and will be sending them out as a mass mailing to over 36,000 residences.

Marketplace Printing is going out of its way to get these ready for us by next week.

Personal Health Information (PHI)

There will be no detailed PHI collected as citizens register on the portal beyond checking off that they have any of the underlying health conditions which factor into the State’s prioritization rubric. No PHI which is collected as part of this process will be made available to outside entities and will be protected as confidential. As part of the registration process, citizens will check off a box which signifies that they understand that their information may be shared with other local vaccination sites which may have additional doses available for a given event. In the case of call-in registrations, volunteers will cover this issue as part of the process. Additionally, volunteers will be equipped with a list of answers to FAQs about the vaccine which was developed by MO DHSS.

How will we actually obtain the vaccine for our citizens?

Provider Status

We can:

- A. Contract with an existing provider to utilize vaccine ordered by them
- B. Become a provider ourselves
- C. Both A and B

It appears that we hope to go with option C. We have already established relationships with multiple providers who have gotten vaccine but at the same time we are setting ourselves up to have the capability of receiving and storing a significant stockpile of vaccine needed to supply larger scale events.

Contracting with an organization such as Jordan Valley would secure the personnel to administer the shots which is what we do not have. This type of arrangement/relationship will allow us to collaboratively offer our strength in logistics and

operations management and support and maximize our partner's expertise in directly serving the patient. Essentially... we set it up – they roll in and do the injections and document – we break it down and prepare for the next event.

Managing the Inventory

The provider is the party responsible for accounting for the inventory, reporting information and assuring the cold chain of custody.

We will have four freezers with a combined total of 16 cubic feet of ultracold storage. Each of these units can operate within a range of -10C through -86C. This gives us the capability to accommodate either of the two vaccines – or both if needed. We want to keep these in a secure location which is also equipped with an automatic backup generator. The County has multiple options which will satisfy these requirements.

Given the inconsistent distribution of vaccine we have seen so far, we can expect that the we will need to hold vaccination events recurring multiple times at 2 established locations. We will have three pharmacy grade refrigerators to be used for the stable short-term storage of non-frozen vaccine. One refrigerator will be kept continuously at each of the sites for the duration of the program and one will be kept near the freezers and utilized in the thawing process.

On vaccination days the vaccine to be used that day will be transported in coolers to maintain temp and then immediately be place into the onsite refrigerators until used.

Status of Equipment & Supply Orders

Medical supplies (syringes, needles, bandaids, sharps containers) are on order from Hankins Surgical Supply. Expected delivery is later this week to early next week.

Freezers – On order from GrowingLabs. As of Tuesday we were told they have a ship date (to us) scheduled as 2/12/2021.

Refrigerators – Ordered from Grainger, we expect to see delivery to us next week.

UV Sanitization Chambers – These have been on order from Grainger for some time. After two setbacks, we are expecting their arrival the week of the 15th.

Parking/directional cones – These were also delayed but our sales person confirmed that we can expect these to also arrive the week of the 15th.

Safety gloves for handling cryogenic items are ordered from Uline and will arrive this week.

The following items have been delivered to us and are ready to be utilized:

- Privacy partitions
- Folding plastic tables
- Freestanding signage holders
- Programmable traffic info signs
- Gloves, masks, face shields, sanitizing supplies
- Clip boards, trash cans, extension cords, no-touch thermometers
- Computers, 2D barcode scanners
- Stickers, labels and card stock for additional vaccination cards

EMA is prepared and equipped with staff and appropriate gear to facilitate parking and people management for the sites

Quarterly Report 2020/2021

- Elevator maintenance and repair
 - Yearly inspections for 2020 have been completed
 - New circuit boards have been installed on elevator B in the Justice Center.
- Bi-Yearly Maintenance has been completed on the Jail and Circuit Court building generators.

- Projects completed:
 - Painted Captain Floyd's office and installed new flooring.
 - Have replaced the HVAC system in the County Recorder's office.
 - Replaced the mini-split system in Kay Brown's office.
 - Installed UV sanitation lights in all county HVAC duct systems.
 - Have replaced all restroom faucets in all county buildings with new touch free faucets.
 - Installed new stainless steel backsplashes in Jail kitchen
 - Replaced the main sewer line for the Historic Courthouse
 - Replaced the outside faucet at the Recycle Building
 - Repaired the shop metal roof at the Covid house.
 - Repaired broken and missing mortar in County Jail D-pod.
 - Installed 6 LED dim-able lights in Sheriff's Office
 - Replace the flooring in the County Commision office.
 -
- Projects scheduled and approved but not completed:
 - Build room in jail stairwell
 - This includes walls, fire suppression system and lighting.
 - Installation of new dedicated circuits in the Circuit Clerk's office.
 - Replace the main entrance door at the Historic Courthouse.
 - Replace existing ground wire in the Jail identified as a potential fire hazard by certified Electricians

- Install chair rail in the Sheriff's waiting room.

- New equipment purchase:
 - We have purchased a John Deere 5075 tractor with cab, loader, and 12 foot batwing mower.

- Time capsule:
 - Been working with the committee and the Commission office on our time capsule project.
 - Hambey Construction has offered to donate their labor and up to \$250 in materials to access the time capsule.

- Am currently working with Jeremy from the City of Ozark. I have received city specs for sidewalks and we are currently discussing access points to water meters and other utilities. I have been in touch with Liberty Electric Company. We will meet on site and discuss recessing electrical boxes on the courthouse lawn.

- I am working with Hambey construction to complete all preparation work for the jail cell removal project.

- Daily maintenance continues
 - We are addressing small plumbing, electric and HVAC issues as needed.

Richard Teague, February 3, 2021

Christian County Commission



Invitation to Bid/Request for Proposal

REQUESTED: Invitation to Bid for Electric Fence Gates

CONTACT: Sarah Schafer

PHONE: (417)582-4300

EMAIL: sschafer@christiancountymo.gov

RETURN BID NO LATER THAN: 9:45 a.m. (Central Standard Time), February 4, 2021

RETURN BID TO: Christian County Commission
100 West Church Street, Room 100
Ozark, Missouri 65721

NOTE: Please provide two (2) copies and one unbound original of your detailed bid proposal.

The bidder hereby declares understanding, agreement, and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions for this proposal. The bidder further agrees that the language of this RFP shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when an Agreement for Contract Services is certified by the Christian County Auditor, a binding contract shall exist between the Bidder and the County of Christian, State of Missouri.

Christian County maintains a list of vendors interested in bidding on products and services for Christian County. It is the vendor's responsibility to update contact information. Vendors are removed from the list if they are invited to bid, but do not participate. The Christian County Commission office is not obligated to send invitations to vendors. Due to the volume of request and postage costs, the Commission Office does not send bids to all interested vendors. Christian County fulfills its legal requirements by posting a notice in the local paper.

(1) Submittal Instructions:

Please print the due date on the outside of the package and return this entire document with your bid submission. Mark your sealed envelope **"ITB GATES CI/CI - BID DOCUMENTS - DO NOT OPEN"**. Sealed bids must be received at the Christian County Commission by the return date and time. No bid transmitted by fax machine or email will be accepted. Bids are opened in public meetings on the opening date and time specified above. Any interested persons may attend. Bids must be delivered no later than fifteen (15) minutes before bid opening time mentioned above. If the Commission office receives a container which is not identifiable as a bid/proposal, the container will be opened in order to determine the contents. If the contents are determined to be a bid/proposal, the container will be resealed and the date and time received will be noted on the outside. All bids will remain sealed until they are opened and read aloud during the Christian County Commission meeting at the specified time. Bids which are not received in the Commissioner's Office at least 15 minutes prior to bid opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be presented or opened, except as stated below. At the time fixed for opening of proposals, the content will be made public for the vendor and other interested persons. Vendors are cautioned to review their bid very carefully. Any additional information, specifications, drawings, etc. should be attached. Bids should be signed and dated. It shall be the responsibility of persons submitting bids to acquire the necessary specifications.

(2) Late Bids:

Under extraordinary circumstances, the Commission may authorize the opening of a late bid when the bid was turned over to the physical control of an independent postal or courier service with a promised delivery time prior to the time set for the opening of bids. The County Commission is not responsible for bids sent to the wrong address, faxed, emailed, or received after the cut-off date and time. Remember to address or hand-deliver your bid. Bids will not be accepted by fax or email because we must have the original signed document. Bidders must consider the postal service or courier time schedules when sending their bids and provide ample time for delivery. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance: Christian County offices were closed due to inclement weather conditions, postal or courier services were delayed due to labor strikes or unforeseen "Acts of God", or postal or courier services did not meet the delivery time promised to the vendor. In such case, the vendor must provide written proof that promised delivery time was prior to the time set for the bid opening. All such decisions are at the sole discretion of the Commission.

(3) Bid Withdrawal:

After the bid opening, a vendor may be permitted to withdraw a bid prior to the award at the sole discretion of the County Commissioners if there is a verifiable error in the bid and enforcement of the bid would impose an unconscionable hardship on the vendor. The withdrawal will be considered only after receipt of a written request supporting documentation from the vendor. Withdrawal shall be the vendor's sole remedy for an error other than the obvious clerical error.

(4) Product Samples:

The Commission may request samples for evaluation purposes. Any samples requested must be provided free of charge. Samples which are not destroyed by testing will be returned at the vendor's expense if return of the samples is stipulated in the vendor's bid. Samples submitted by a vendor who receives the award may be kept for the duration of the contract for comparison with shipments received.

(5) Itemization of Proposal:

Vendor must clearly identify in his/her bid and on the pricing worksheet, all components. It is mandatory that vendors submit with their proposal documents, itemization of all goods and services proposed. The breakdown must be itemized by model/part number, description of goods or services, and unit cost.

(6) Minority Business Participation:

Christian County encourages the participation and utilization of minority business enterprises in all projects of the county. Christian County will provide equitable and fair opportunity to minority businesses to submit bids and proposals and to receive an award. By responding to this invitation, the vendor agrees that it does not discriminate on the basis of race, religion, creed, national origin, age, sex or disability, and that it will refrain from any unlawful employment practices.

(7) Communication with County Employees:

Vendors shall not communicate with any county employee regarding this Invitation to bid with the exception of the county contact written on the first page. Vendors shall ensure that no improper, unethical, or illegal relationships or conflict of interest exists between vendor, the county, any employee, officer, director, or principal of vendor or the county and any other party. The county reserves the right to determine the materiality of such relationships, when discovered or disclosed, whether intended or not. The county also reserves the right to decide at its sole discretion whether disqualification of vendor and/or cancellation of award shall result. Such disqualification or cancellation shall be without fault or liability to the county.

(8) Collusion:

By submitting a proposal in response to this invitation to bid, vendor and each person signing on behalf of the vendor, certify under penalty of perjury, that to the best of his/her belief the prices in the proposal were arrived at independently and without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other vendor, or any other competitor. Unless otherwise required by law, the prices in the bid have not been knowingly disclosed by vendor, and will not be knowingly disclosed by vendor, prior to opening, directly or indirectly, to any other vendor or competitor. No attempt has been made or will be made by vendor or any other person associated with this invitation to bid, partnership, corporation, or entity to submit or not to submit a proposal in response to this bid for the purpose of restricting competition.

(9) Incurred costs:

The county is not liable for any costs incurred by a vendor in the preparation or production of its proposal or for any work performed prior to the issuance of a valid contract under Missouri law. Such exemption from liability applies whether such costs are incurred by vendor or indirectly through vendors agent, employees, assigns or others, whether related or not to vendor.

(10) For Construction Services:

All on site employees of vendors and sub vendors must complete required safety training. Required safety training is OSHA 10 training. (A ten (10) hour course in construction safety and health taught by an OSHA approved instructor), or similar program at least as stringent as OSHA 10 training. For more information contact the Missouri Division of Labor Standards. Christian County requires documentation showing that the on-site employee/s have completed the required training.

(11) Vendor's Personnel Qualifications:

Christian County reserves the right to approve or disapprove the vendor's personnel providing services for Christian County Government. Christian County also reserves the right to request replacement of any person assigned to provide services. Unless the situation regarding the personnel requires immediate replacement, the vendor shall be allowed at least fourteen (14) days after notification to replace unsatisfactory personnel.

If requested, the vendor shall provide a list of names, social security numbers, and dates of birth for each such personnel who will be providing services at Christian County buildings. In addition, the vendor must notify Christian County of any additions or changes to the list. Christian County reserves the right to accept or reject any of the vendor's personnel assigned to the contract to provide services.

(12) Discount applicable:

Vendor will provide information on any quantity discounts that may apply to the equipment or services utilized in developing their pricing structure. State the length of time the discounts are available post-installation.

(13) Insurance:

The vendor shall understand and agree that Christian County cannot save and hold harmless and or indemnify the vendor or employees against any liability incurred or arising as a result of any activity of the vendor, or any activity of the vendor's employees related to the vendor's performance under the contract. Therefore, the vendor must acquire and maintain adequate liability insurance in the form (s) and amount (s) sufficient to protect Christian County, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under this contract. The vendor shall take out and maintain during the life of the contract comprehensive general liability insurance which names Christian County, Missouri and its elected officials and employees as additional named insureds in an amount sufficient to cover the sovereign immunity limits for public entities as calculated by the Department of Insurance and published annually in the Missouri Register per section 537.610, RSMo. For the life of the contract, vendor shall maintain comprehensive general liability insurance coverage for all claims arising out of a single accident or occurrence of at least \$3,000,000.00 and for any one person in a single accident or occurrence of at least \$500,000.00 Vendor shall maintain during the life of the contract Workers Compensation Insurance for Vendor's employees coverage that shall meet Missouri statutory limits or \$1,000,000 for each accident, whichever is greater. General and other non-professional liability insurance shall include an endorsement that adds Christian County and their respective officials and employees as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and Christian County is protected as an additional insured.

(14) Vendor Liability:

The vendor shall be responsible for any and all personal injury (including death) or property damage as a result of the vendor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the vendor assumes the obligation to save Christian County, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act. The vendor also agrees to hold Christian County including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the vendor under the terms of the contract. The vendor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by Christian County, including its agencies, employees, and assignees.

(15) Business Compliance:

The vendor must be financially sound and must not be operating under the protection of the United States Bankruptcy Code. The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by Christian County. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name. (if applicable)
- Certificate of authority to transact business/certificate of good standing. (if applicable)
- Taxes (e.g., city/county/state/federal)
- State and local certifications (e.g. Professions/occupations/activities)
- Licenses and permits (e.g., city/county license, sales permits)

- Insurance (e.g., worker's compensation/unemployment compensation)

(16) Terms and Conditions:

The vendor is cautioned when submitting pre-printed forms containing terms and conditions or other type material to make sure such documents do not contain other terms and conditions which conflict with those of this agreement and its contractual requirements. The vendor agrees that in the event of conflict between any of the vendor's terms and conditions and those contained in this agreement, that this agreement shall govern. Taking exception to Christian County terms and conditions may render a vendor's bid non-responsive and remove it from consideration for award.

A binding contract shall consist of: (1) the RFP or invitation to bid, amendments thereto, with RFP bid invitation changes/additions, (2) the vendor's proposal and (3) the County Commission's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP or bid invitation shall be incorporated into the contract by reference.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

Any changes to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the vendor and the County Commission or by a modified purchase order prior to the effective date of such modification. The vendor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence from the County Commission, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

(17) Employee Bidding/Conflict of Interest:

Vendors who are elected or appointed officials or employees of Christian County or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor's organization is currently an elected or appointed official or an employee of Christian County or any political subdivision thereof, please provide the following information:

- Name and title of the elected or appointed official or employee of Christian County or any Political subdivision.
- What is the percentage of ownership interest in the vendor's organization held by elected or appointed official or employee of Christian County or political subdivision thereof?

(18) Independent Contractor:

The vendor is an independent contractor and shall not represent the vendor or the vendor's employees to be employees of Christian County or an agency of Christian County. The vendor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc.

(19) Substitutions:

The vendor shall not substitute any item(s) without the prior written approval of the Christian County Commissioners. In the event an item becomes unavailable, the vendor shall be responsible for providing a suitable substitute item. The vendor's failure to provide an acceptable substitute may result in cancellation or termination of the contract. Any item substitution must be a replacement of the contracted item with a product of equal or better capabilities and quality, and with equal or lower pricing. The vendor shall understand that Christian County reserves the right to allow the substitution of any new or different product/system offered by the vendor. Christian County shall be the final authority as to the acceptability of any proposed substitution. Any item substitution shall require a formal contract amendment authorized by Christian County Commissioners

prior to Christian County acquiring the substitute item under the contract. The vendor shall not be relieved of substituting a product in the event of manufacturer discontinuation or other reason simply for reasons of unprofitability to the vendor.

(20) Replacement of Damaged Product:

The vendor shall be responsible for replacing any item received in damaged condition at no cost to Christian County. This includes all fuel costs for returning non-functional items to the vendor for replacement.

(21) Prices:

The vendor shall submit firm fixed prices on the Pricing Page. All pricing shall be considered firm for the duration of the contract period. All pricing shall be quoted with all fees included. Vendor's prices must be the lowest offered to any governmental or commercial consumer, under the same terms and conditions.

(22) Fuel charges:

Fuel charges shall be added into the quote for services. However, if the cost of #2 diesel as reported by the Department of Energy internet site and recorded as the "Weekly Retail On-Highway Diesel Prices" for the Midwest Region exceeds \$3.50 per gallon, the vendor will charge no more than 1 ½ % for each \$.10 increase in the recorded cost of fuel above the \$3.50 base line. It is expected, because of the timeliness of the DOE report, the cost of fuel for a prior month shall be used as the basis for a current month's fuel surcharge assessment. January's reported diesel cost shall be used to compute any surcharge for February's services, etc. Vendor agrees that any additional charges related to fuel increases must be agreed upon between vendor and Christian County before implementation by the vendor.

(23) Description of Product:

The vendor should present a detailed description of the product proposed on **the Bid Sheet** in response to this Invitation for Bid. It is the vendor's responsibility to make sure all products proposed are adequately described in order to conduct an evaluation of the bid. At the time fixed for opening of proposals, the content will be made public for the information of the bidder and others interested.

(24) Non-Exclusivity:

The Contract is non-exclusive and shall not in any way preclude the County from entering into similar agreements and/or arrangements to acquire equal or like goods and/or services from other vendors. The County may make multiple awards from a single solicitation document when such awards are in the best interest of the county.

(25) Billing and Payments:

Invoices will be submitted to **Christian County Highway Department, 1106 W Jackson St., Ozark, MO 65721**. It is estimated there are 25 various offices and departments requiring separate billing (if applicable to bid products offered). Vendor shall provide the department with invoices and statements of accounts on a monthly basis noting any amounts and invoices past due. Invoices should be delivered with the materials and packing slip. Payment will be made within 30 days from receipt of an accurate invoice. Services or goods must be received before payment can be made. The vendor shall submit all reports required herein and a copy of each invoice as supporting documentation with the monthly statement. **Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the vendor for any reason whatsoever including, but not limited to taxes, shipping charges, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc.**

Notwithstanding any other payment provision of the contract, if the vendor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, Christian County may withhold payment or reject invoices under the contract.

Final invoices are due no later than thirty (30) calendar days after the expiration of the contract. Christian County shall have no obligation to pay any invoice submitted after such date. If a request by the vendor for payment or reimbursement is denied, Christian County shall provide the vendor with written notice of the reason(s) for denial.

If the vendor is overpaid by Christian County, upon official notification by Christian County, the vendor shall provide Christian County with a check payable as instructed by Christian County in the amount of such overpayment. The vendor shall submit the overpayment to Christian County at the address specified. The vendor shall agree and understand that Christian County shall be solely responsible for payment for only those services requested by Christian County.

(26) Return of Goods:

Christian County may cancel any purchase at any time for a full credit.

(27) Management of Materials:

The vendor agrees and understands that as the needs of the county change, the county will notify the vendor of those changes. If requested by the county, the vendor shall make a corresponding adjustment to the services. The vendor will implement the requested changes upon notification.

In the event changes occur during the effective period of this contract which are beyond the control of the vendor that significantly increase or decrease the established cost, the vendor or Christian County may request a corresponding modification to the established cost.

With such request, the vendor must provide documentation of the change and must demonstrate how such change affects the cost. In addition, the vendor shall recommend an adjusted cost accompanied by the resulting calculations. However, the vendor shall agree and understand that any such request must be approved by the Christian County Commissioners.

The decision of the adjustment to the cost by Christian County shall be final and without recourse.

(28) Schedule:

The vendor shall ensure that services are performed in a manner so as to minimize any interference, annoyance, or disruption to the operations of Christian County.

In the event the vendor does not perform in accordance with the vendor's agreement, Christian County shall notify the vendor following determination of such. Vendor shall be responsive to the needs of Christian County at all times. The vendor shall be responsible for all permits, fees, and expenses related to the service. The vendor shall disclose to Christian County all information on sub vendor contracts/agreements, if applicable, including any rebates or incentives offered by sub vendors to the contactor.

(29) Services:

The vendor agrees to provide a detailed description of the services to be provided, including any additional information about the services on a separate sheet of paper if needed. The vendor will provide an itemization of the amount the vendor will charge, the unit of measure for the services, and specific increments and timeframes to submit invoices to the vendor and receive payments from the vendor.

(30) Reporting Requirements:

~~On a monthly basis, the vendor shall submit a report to Christian County for each County building site, identify the services provided and the dates of service.~~ The vendor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles. The vendor shall make all records, books, and other

documents relevant to the contract available to Christian County and the Christian County Auditor in an acceptable format and at all reasonable times during the term of the contract, and for three (3) years from the date of final payment on the contract or the completion of an independent audit, whichever is later. If any litigation, claim, negotiation, audit, or other actions involving the records has been started before the expiration of the retention period, the vendor shall retain such records until completion of the action and resolution of all issues which arise from it. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

The vendor shall permit the County Auditor or authorized representatives of Christian County or any other division of government to have access, for the purpose of auditing or examination, to any of the vendor's books, documents, papers, records, recording receipts and disbursements of any of the funds paid to the vendor. The vendor further agrees that any audit exception noted by governmental auditors shall not be paid by Christian County and shall be the sole responsibility of the vendor. However, the vendor shall have the right to contest any such exception by any legal procedure the vendor deems appropriate. Christian County will pay the vendor all amounts which the vendor may ultimately be held entitled to receive as a result of any such legal action.

The vendor shall agree and understand that if contract monitoring reveals that an audit is warranted, Christian County reserves the right to require the vendor to have an audit of financial records, accounting records, and related contract documentation performed by an independent Certified Public Accountant (CPA) in accordance with generally accepted auditing standards. Christian County's determination of the need for the audit shall be final and without recourse.

(31) Liquidated Damages:

The vendor agrees and understands that the provision of the services in accordance with the schedules and requirements stated herein and in accordance with the Christian County Commissioner's approval are considered critical to the efficient operations of Christian County. Since the amount of actual damages would be difficult to establish in the event the vendor fails to comply with the schedules and requirements, the vendor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances:

In the event the vendor fails to perform the services, the vendor shall be assessed liquidated damages in the amount of ten percent (10%) of the price for the services for each twenty-four (24) hour period thereafter in which the identified requirement is not completed. If the fault lies with Christian County, no assessment shall be made.

The vendor shall also agree and understand that such liquidated damages shall either be deducted from the vendor's invoices pursuant to the contract or paid by the vendor as a direct payment to Christian County at the sole discretion of Christian County. The vendor shall agree and understand that all assessments of liquidated damages shall be within the discretion of Christian County and shall be in addition to, not in lieu of, the rights of Christian County to pursue other appropriate remedies.

(32) Excused Performance:

Any failure or delay in performance or payment due to contingencies beyond either party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, and acts of God, shall not constitute a breach of this agreement.

(33) Cancelling Service:

The Christian County Commission reserves the right to discontinue service at any time by giving a 30-day notice. The vendor shall agree and understand that the vendor shall terminate the services upon written notification from Christian County. The decision by the Christian County Commissioners shall be final and without recourse.

(34) Determination for Award:

The award shall be made to the lowest priced and best responsive vendor. Christian County reserves the right to reject any bid which is determined unacceptable for reasons which may include but are not necessarily limited to: 1) failure of the vendor to

meet mandatory general performance specifications; and/or 2) failure of the vendor to meet mandatory technical specifications; and/or, 3) receipt of any information, from any source, regarding delivery of unsatisfactory product or service by the vendor within the past three years. As deemed in its best interests, Christian County reserves the right to clarify any and all portions of any vendor's offer.

Agreements signed by Christian County must be signed by at least a majority of the members of the *County Commission*. Agreements must be attested by the *County Clerk* and approved to form by the *County Counselor*. In addition, the *County Auditor* must certify that there is an unencumbered balance available to pay the contract cost.

(35) Protesting bid award:

A bid award protest must be submitted in writing and must be received by the county within ten (10) calendar days after the date of the award. If the tenth day falls on a Saturday, Sunday or state holiday, the period shall extend to the next business day. A protest submitted after the ten (10) calendar day period shall not be considered. The written protest should include the following information: (A) Name, address, and phone number of the protester, (B) Signature of the protester or the protester's representative, (C) Solicitation product, (D) Detailed statement describing the grounds for the protest; and supporting exhibits, evidence, or documentation to substantiate the claim.

(36) Suspension or debarment of Vendor:

The County Commission may suspend or debar a vendor for cause. The following shall be sufficient cause for suspension or debarment. The list is not meant to be all inclusive but shall serve as a guideline for vendor discipline and business ethics:

Failure to perform in accordance with the terms, conditions and requirements of a contract/purchase order.

Violating any federal, state or local law, ordinance or regulation in the performance of a contract/purchase order.

Providing false or misleading information on an application, in a bid, or in correspondence to county offices.

Failure to honor a bid for the length of time specified.

Colluding with others to restrain competition. Obtaining information, by whatever means, related to a proposal submitted by a competitor in response to a request for proposal in order to obtain an unfair advantage during the negotiation process.

Contacting bid evaluators or any other person who may have influence over the award, without authorization from the County Commission, for the purpose of influencing the award of a contract; or giving gifts, meals, trips or any other thing of value or a monetary advantage for personal benefit, directly or indirectly, to an employee of the county or to any evaluator of bids/proposals

The vendor may appeal suspension or debarment by submitting a written request to the County Commission within fifteen (15) calendar days after receipt of the formal notice. The vendor must provide specific evidence and reasons why the suspension or debarment is not necessary. On the basis of this information, the suspension may be modified, rescinded, or affirmed. The decision shall be final and mailed to all parties.

~~(37) PRICING SHEET~~ PLEASE SEE BID SHEET BELOW

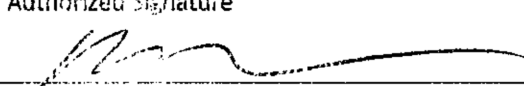
Product/Service	Size/Type	Frequency	Price (includes all fees)

(38) Declaration:

The vendor hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of this original invitation to bid. The vendor further agrees that upon receipt of an authorized purchase order from the Christian County Commission or when a Notice of Award is signed and issued by the Commission, a binding contract shall exist between the vendor and Christian County.

Signature required below confirming understanding of this statement.

Doing Business as (DBA) Name Powers Gates and Lighting LLC	Legal Name of Entity/Individual Filed with IRS for this Tax ID No. Powers Gates and Lighting LLC
Mailing Address 3054 E. Elm Street	IRS Form 1099 Mailing Address 3054 E. Elm Street
City, State, Zip Code Springfield, MO 65802	City, State, Zip Code Springfield, MO 65802

Contact Person Rob Powers	Email Address rob@powersgl.com
Phone number 417-986-7676	Fax number 417-986-7666
Authorized Signature 	Date 02/02/2021
Printed Name Rob Powers	Title Owner

List three (3) business references:

1st

Company Name **Carnahan White Fence Company** Representative Name **Bob Gagnon**

1845 S. State Highway MM **Springfield** **MO** **65802**
Address City State Zip

417-883-0733 **417-447-3348**
Business Phone Business Fax Cellular Phone

bgagnon@carnahanwhite.com
email address if available

2nd

Company Name **Kansas Expressway Self Storage** Representative Name **Scott Gayer**

1031 S. Wabash Avenue **Springfield** **MO** **65802**
Address City State Zip

417-829-5000
Business Phone Business Fax Cellular Phone

KansasExpresswaySelfStorage@gmail.com
email address if available

3rd

Company Name **Stenger Homes** Representative Name **Ed Alden**

5051 S. National Ave, #5-100 **Springfield** **MO** **65810**
Address City State Zip

417-889-4300
Business Phone Business Fax Cellular Phone

ed@stengerhomes.com

email address if available

(39) Contact Information:

Any additional information desired may be requested by mail to the address listed, or by telephone to 417-582-4300. Information requests may also be e-mailed to countycommission@christiancountymo.gov. This e-mail address is for information requests only and shall not be used for submission of proposals or modifications to proposals. Such submissions will be rejected and deleted without notification to the sending party.

Thank you for your consideration of this Invitation to Bid. We appreciate your participation in the bidding process.

CHRISTIAN COUNTY COMMISSIONERS
Ralph Phillips, Presiding Commissioner
Hosea Bilyeu, Western Commissioner
Lynn Morris, Eastern Commissioner

Invitation to Bid for Electric Fence Gates

Installation Locations:

Common I Road District
8700 MO-14
Sparta, MO 65753

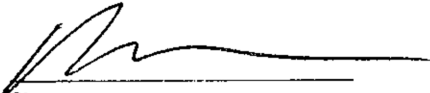
Common II Road District
1271 Westside Blvd
Nixa, MO 65714

Christian County is seeking the fabrication, delivery and full installation of automated gates to be located at our two (2) Highway Department properties.

Bid Table			
Description	Quantity	Unit Price	Cost
Double Actuator Gate, Automated (Includes all gates, arms, panels, receivers, etc. to complete full installation) Must also include: - Fire Department Box - Gooseneck Stand (or similar) for keypad - 250 Code Digital Keypad with Hold Open Capability - Loop Detector for Exit/Safety (Sawcut)	2	\$ 8,353.00	\$ 16,706.00
One Button Remotes	40	\$ 28.00	\$ 1,120.00
<i>Total Bid</i>			\$ 17,826.00

Christian County will be responsible for providing power to Operator location. Contractor to coordinate with County regarding location, schedule and materials needed.

Invitation to Bid for Electric Fence Gates



Signature

02/02/2021

Date

Rob Powers

Printed Name

Powers Gates and Lighting LLC

Name of Company

3054 E. Elm Street Springfield, MO 65802-2632

Address City State Zip

417-986-7676 417-986-7666

Phone Fax

rob@powersgl.com

Email address

FINAL MANDATORY COMPLIANCE CHECKLIST:

Please use the below table to ensure your bid is fully compliant before you seal it for submission. If you have any questions regarding any of these items, please call:

Sarah Schafer, Purchasing Agent
(417) 582-4300
sschafer@christiancountymo.gov

FINAL COMPLIANCE CHECKLIST	(✓)
I am submitting my bid prior to the specified deadline. (Page 2, Section 2)	✓
I understand that no faxed or electronically transmitted bids will be accepted. (Page 2, Section 1)	✓
I have filled out, signed, and dated the declaration page, and I understand that failure to do so will result in rejection of my bid. (Page 11, Section 38)	✓
I am including one (1) unbound original and four (4) copies of my bid. I understand that I must include Page 12 (Pricing Sheet), and all pages thereafter.	✓
I am enclosing my bid in a sealed envelope, and I am marking the envelope "SEALED BID – DO NOT OPEN". (Page 2, Section 1)	✓
I am indicating on the envelope the good/service that I am bidding on.	✓



Christian County Commission

100 W. Church Street Room 100
Ozark, Missouri 65721
(417)582-4300

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Hosea Bilyeu
Western Commissioner

04 February 2021

Powers Gates and Lighting LLC
Attn: Rob Powers
3054 E. Elm Street
Springfield, MO 65802

Dear Rob,

The Christian County Commission voted today to award the bid for Electronic Fence Gates to Powers Gates and Lighting, LLC. The bid consists of the fabrication, delivery and full installation of automated gates at the Christian County Highway Departments two (2) properties. We thank you and look forward to working with you.

Sincerely,

Hosea Bilyeu
Western Commissioner

Ralph Phillips
Presiding Commissioner

Lynn Morris
Eastern Commissioner

Christian County Counselor's Office Christian County, Missouri

MISSOURI'S SUNSHINE LAW

CHAPTER 610

REVISED STATUTES OF MISSOURI 2019

**When in doubt, a meeting or record
of a public body
should be opened to the public.**

Except as otherwise provided by law, all public meetings of public governmental bodies shall be open to the public as set forth in section 610.020, all public records of public governmental bodies shall be open to the public for inspection and copying as set forth in sections 610.023 to 610.026, and all public votes of public governmental bodies shall be recorded as set forth in section 610.015.

610.011, RSMo.

Public Policy of the Sunshine Law

Section 610.011 RSMo

- **Openness in government:**
 - "It is the public policy of this state that meetings, records, votes, actions, and deliberations of public governmental bodies shall be open to the public unless otherwise provided by law." (I)
- **Must be read broadly to favor openness**
- **Exceptions must be read narrowly**

**When in doubt, a meeting or record
of a public body
should be opened to the public.**

GOALS OF SUNSHINE LAWS

- ✓ Ensuring public access to government decision-making
- ✓ Ensuring access to records of government decisions
- ✓ As a result of that access, an indirect result should be to improve the public body's ultimate decision

Who is Subject to the Sunshine Law?

Section 610.010 RSMo

- Applies to "public governmental bodies" – basically all of state and local government:
 - State Departments and Elected Officials
 - State Boards and Commissions
 - City Councils
 - County Commissions
 - School Boards and other Special Districts
 - Sub-Committees and Advisory Committees
 - "Quasi-public" bodies: Private entities when contracting with public bodies or performing public services

What records are subject to the Sunshine Law?

Section 610.010 RSMo

- Any record of a public body (6)
- Any record retained by a public body
- Written or electronic records.
- Email from a member to a quorum of a public body - copy must be sent to the custodian:

Section 610.025 RSMo

- *Practice tip:* A request for information is different from a request for records. (e.g., list of business licensees vs. copies of licenses)

What is open to the public?

Section 610.011 meetings and records are open RSMo

- All meetings and records of public bodies are open to the public ...
- unless a law specifically allows them to be closed.

I. The Sunshine Law applies to all records, regardless of what form they are kept in.

- Public bodies are strongly encouraged to make information available in usable electronic formats to the greatest extent feasible. 610.029, RSMo.
- A request that a public record be provided in a certain format must be honored if the public governmental body is able to reproduce the record in that format.
- 610.023.3, RSMo and Opinion Nos. 153-98 and 126-2003.

2. Each public body must have a written Sunshine Law policy and a custodian of records whose name is available to the public upon request.

- **Policy may be simple ...**
 - name and address of custodian, schedule of fees and deadlines for filling requests ...
- **... or more detailed**
 - including policy for routing records requests, specific cost for frequently requested records, circumstances under which fees will be waived ...
- **Compliance with a properly drafted policy protects individual members from liability for violations of the Sunshine Law.**
- **610.023, RSMo**

3. The Sunshine Law requires a custodian of records to respond to a records request as soon as possible but no later than three business days after the custodian receives it.

- The public is entitled to inspect, as well as receive copies of public records.
- If records are not available within three business days, custodian must explain delay and state when records will be available.
- Time for providing access may exceed three days for "reasonable cause."
- 610.023, RSMo

3. The Sunshine Law requires a custodian of records to respond to a records request as soon as possible but no later than three business days after the custodian receives it.

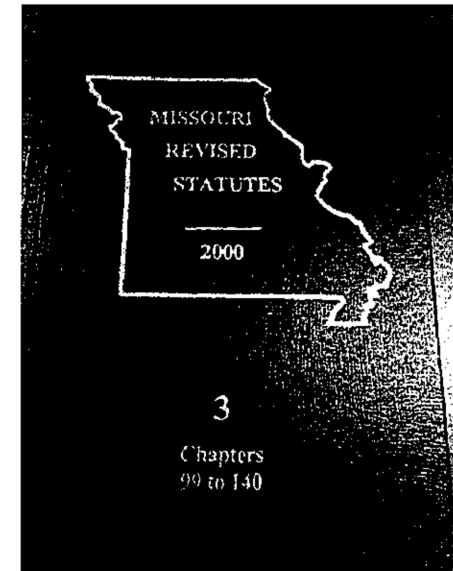
- If asked, the custodian must:
 - explain in writing why records are closed.
 - cite specific provision of law allowing records to be closed.
 - provide explanation within three business days of being asked for it.
 - 610.023.4, RSMo

3. The Sunshine Law requires a custodian of records to respond to a records request as soon as possible but no later than three business days after the custodian receives it.

- If one record has both open and closed material, the public body must separate and provide access to the open material.
- The public body must try to design records to facilitate separation of open and closed material.
- 610.024.2, RSMo

4. The Sunshine Law deals with whether a public body's records must be open to the public, but it generally does not state what records the body must keep or for how long.

- A public body cannot, however, avoid a records request by destroying records after it receives a request for those records.
- *Hemeyer v. KRCCG-TV*, 6 S.W. 3d 880 (Mo. 1999)
- *Mo. Protection & Advocacy Serv. v. Allan*, 787 S.W.2d 291 (Mo. App. W.D. 1990)
- Chapter 109, RSMo, and the records retention schedules promulgated by the Secretary of State govern records retention.



4. The Sunshine Law deals with whether a public body's records must be open to the public, but it generally does not state what records the body must keep or for how long.

Exception

- A public body must keep minutes for both open and closed meetings. Minutes must contain, at a minimum:
 - date
 - time
 - place
 - members present, members absent
 - record of any votes taken
 - 610.020.7, RSMo

4. The Sunshine Law deals with whether a public body's records must be open to the public, but it generally does not state what records the body must keep or for how long.

Exception

- An email sent to a quorum of a public body from a member's home computer must be transmitted to and retained by the custodian of records for the public body.
- 610.025, RSMo

5. The Sunshine Law requires a public body to grant access to open records it already has, but it does not require a public body to create new records in response to a request for information.

- *Jones v. Jackson Cnty. Cir. Ct.*, 162 S.W. 3d 53 (Mo. App. W.D. 2005)
- A list of, e.g., licensees may not exist even though the information is available by copying or inspecting all the individual licenses.
- For frequently requested information, compiling it in a more user-friendly format may save time in the long run.
- *Anderson v. Village of Jacksonville*, 103 S.W. 3d 190 (Mo. App. W.D. 2003)

6. When responding to a request for copies of its records, a public body is limited as to what it can charge for copying and research costs.

- Unless a specific statute gives the authority to charge a different rate, the Sunshine Law governs the amount that can be charged for copies of public records.
- *Webster Cnty. Abstract Co., Inc. v. Atkinson*, 328 S.W.3d 434 (Mo. App. S.D. 2010)
- For electronic records, the cost cannot exceed the actual cost of making copies, the cost of any necessary programming, and the cost of the disk, tape, or other medium used for the duplication.
- 610.026, RSMo
- *R.L. Polk & Co. v. Mo. Dept. of Rev.* 309 S.W.3d 881 (Mo. App. W.D. 2010)

6. When responding to a request for copies of its records, a public body is limited as to what it can charge for copying and research costs.

- \$0.10 maximum per copy for regular copies (legal size or smaller).
- May add duplicating time, not to exceed the average hourly rate of pay for clerical staff.
- May charge for the actual cost of research time.
- 610.026, RSMo

6. When responding to a request for copies of its records, a public body is limited as to what it can charge for copying and research costs.

- Public body shall use the employees that result in the lowest amount of charges for search, research, and duplication.
- Persons requesting records may ask for an estimate before purchasing the records.
- Public body may request payment before making copies.
- 610.026, RSMo

7. The Sunshine Law applies to all meetings, regardless of the manner in which they are held.

“Public meeting”, any meeting of a public governmental body subject to sections 610.010 to 610.030 at which any public business is discussed, decided, or public policy formulated, whether such meeting is conducted in person or by means of communication equipment, including, but not limited to, conference call, video conference, Internet chat, or Internet message board.

What meetings are subject to the Sunshine Law?

Section 610.010 RSMo

- Any meeting at which public business is discussed or decided (5)
- What is "public business?" (3)
 - All matters related to the body's functions or the conduct of its business
- Includes phone conference, internet chat (6)
- Generally, quorum must be present 610.015 RSMo
- Limited exception for social gatherings 610.010.5 RSMo

7. The Sunshine Law applies to all meetings, regardless of the manner in which they are held.

- Discussion of public business by telephone among a quorum of a public body is a meeting requiring notice and public access.
- Elected members of public bodies may NOW vote by roll call when they are physically present at a meeting OR when participating via videoconferencing.
- 610.015, RSMo

Where can meetings be held?

Section 610.020 RSMo

- Reasonably accessible to the public (2)
- Large enough to accommodate anticipated attendance (2)
- Designated location to listen to telephone or internet meetings (1)
- Public can record open meetings, if unobtrusive (3)
- Recording a closed meeting requires permission of the body (3)

8. A public body generally must give at least 24 hours' public notice before holding a meeting. If the meeting will be closed to the public, the notice must state the specific provision of the law that allows the meeting to be closed.

- Notice of an open meeting must contain:

- Date of meeting
- Time of meeting
- Place of meeting
- Tentative agenda

NOTICE

- Enough to reasonably advise public of matters to be considered.
- *Practice tip:* Indicate date and time notice is posted.
- 610.020.1, RSMo

8. A public body generally must give at least 24 hours' public notice before holding a meeting. If the meeting will be closed to the public, the notice must state the specific provision of the law that allows the meeting to be closed.

- Notice of a closed meeting must contain:

- Date of meeting
- Time of meeting
- Place of meeting
- Tentative agenda

- Must refer to the specific provision of law that allows the meeting to be closed.

- 610.020.I, RSMo

NOTICE

8. A public body generally must give at least 24 hours' public notice before holding a meeting. If the meeting will be closed to the public, the notice must state the specific provision of the law that allows the meeting to be closed.

- Posted at public body's main office
 - Or if there is no office, at the meeting location
- At least 24 hours in advance
 - Weekends and holidays don't count
 - News media get special notice on request
- Emergency meetings
 - Less than 24 hours notice, but only for good cause, stated in the minutes
- 610.020, RSMo

NOTICE

8. A public body generally must give at least 24 hours' public notice before holding a meeting. If the meeting will be closed to the public, the notice must state the specific provision of the law that allows the meeting to be closed.

...if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by Internet chat, Internet message board, or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access that meeting,

610.020.1, RSMo

What minutes are required?

Section 610.020 RSMo

- Open and closed meetings must have minutes showing: (7)
 - date and time
 - place
 - members present and absent
 - record of votes taken
- For roll call votes, minutes must show how each member voted (7)
- With certain exceptions, elected members must vote in person: Section 610.015 RSMo

When may a meeting, vote, or record be closed to the public?

Section 610.022 RSMo

- Sunshine Law does not require closed meetings or records; just gives an option to close (4)
- However, other laws may require confidentiality for specific records or meetings

How is a closed meeting conducted?

Section 610.022 RSMo

- Must be announced in advance at an open meeting (1)
 - Roll call vote to close the meeting
 - Identify specific provision of law that allows meeting to be closed
- Can discuss only business directly related to the reason given for closing the meeting (3)
- Votes must be roll calls; each vote recorded 610.020.7 RSMo
- Member may object to closure of a meeting 610.022.6 RSMo

9. The Sunshine Law allows a public body to close meetings and records to the public in some limited circumstances, but it almost never requires a public body to do so.

A public governmental body is authorized to close meetings, records, and votes to that relate to:

- ▶ Litigation (1)
- ▶ State militia or National Guard (4)
- ▶ Nonjudicial mental or physical health proceedings (5)
- ▶ Personally identifiable student records (6)
- ▶ Welfare cases of identifiable individuals (8);
Jones v. Housing Auth. of KC, 174 S.W. 3d 594
(Mo. App. W.D. 2005)
- ▶ Software codes for electronic data processing (10)
- ▶ **610.021, RSMo**

9. The Sunshine Law allows a public body to close meetings and records to the public in some limited circumstances, but it almost never requires a public body to do so.

A public governmental body is authorized to close meetings, records, and votes to that relate to:

- ▶ Specifications for competitive bidding until approved or published for bid (I1)
- ▶ Individually identifiable personnel records, performance ratings, but not names, positions, salaries, and length of service of public employees (I3);
Opinion No. 93-2012
- ▶ Meetings and records relating to scientific innovations where the owner has a proprietary interest (I5)
- ▶ Abuse Hotline records (I6)
- ▶ Law enforcement policies developed in response to terrorism (I8)
- ▶ 610.021, RSMo

9. The Sunshine Law allows a public body to close meetings and records to the public in some limited circumstances, but it almost never requires a public body to do so.

Some records are initially closed and become open later:

- ▶ Leasing, purchase, or sale of real estate but shall be made public upon the execution of the lease, etc. (2)
- ▶ Hiring, firing, disciplining or promoting particular employees but the vote on a final decision shall be made available within seventy-two hours and after the affected employee is given notice (3); Opinion No. I29-97
- ▶ Sealed bids until bids are opened and sealed proposals and documents related to a negotiated contract until the contract is executed or rejected (12)
- ▶ **610.021, RSMo**

9. The Sunshine Law allows a public body to close meetings and records to the public in some limited circumstances, but it almost never requires a public body to do so.

- Other laws may require confidentiality for specific records or meetings. Examples are:
 - HIP AA (The federal Health Insurance Portability & Accountability Act.)
 - FERPA (The federal Family Educational Rights & Privacy Act.)
 - Many juvenile records
 - Tax returns
 - 610.150, RSMo (Most information obtained from 911 calls must be kept confidential.)
 - 610.021 (14), RSMo; *Am. Family Mutual Ins. Co. v. Mo. Dept. of Ins.*, 169 S.W. 3d 905 (Mo. App. W.D. 2005)

10. There are special laws and rules that govern access to law enforcement and judicial records.

- Courts acting in their administrative capacity are subject to the Sunshine Law.
- *Johnson v. State*, 366 S.W.3d 11 (Mo. 2012)
- Supreme Court Operating Rule 2 provides specific rules governing public access to judicial records.
- Law enforcement records are addressed in sections 610.100 to 610.200, RSMo; and, they are also subject to the presumption of openness.