

COUNTY COMMISSION RECORD, CAMDEN COUNTY, MISSOURI

FRIDAY 2/1/2019

The Camden County Commission met with District #1 Commissioner Bev Thomas acting as Presiding Commissioner for today, District #2 Commissioner Don Williams, and Commissioner Greg Hasty is out of office.

Meeting Agenda

Commissioner Williams made a motion to amend today's agenda as posted, moving road and bridge awards to last. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes). Session opened at 10:10 A.M.

Prior Minutes

Commissioner Williams made a motion to table January 30, and January 31, 2019 minutes. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), Commissioner Williams (Yes).

New Business

Auditor- Contract Review – Commissioner Thomas stated this is a win-win contract, as they only will receive money if they are able to find the county savings that should have been applied at the time it was billed. Commissioner Williams then made a motion to approve the contract with The Spyglass Group LLC. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes). As of February 4, 2019, this contract has been voided.

Contract –Cell Solutions - Commissioner Williams made a motion to approve the contract for Cell Solutions LLC. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes).

AGREEMENT

This AGREEMENT ("Agreement") made and entered into this the ___ day of _____, 2019 by and between Cell Tower Solutions, LLC ("Consultant"), located at 1130 Skipstone Drive, Watkinsville, GA 30677, and Camden County 1 Ct Cir NW, Camdenton, MO 65020 ("County" or "Client"). Each may be referred to as a "Party" and together as the "Parties".

Consultant and Client, for the consideration named and other good and valuable consideration, hereby agree as follows:

1. PURPOSE

Client hereby retains Consultant for the purpose of assisting with the discovery of Wireless towers and Wireless equipment located at wireless telecommunications facilities ("WTFs") within Camden County, MO. The consultant assists the county with cost estimates of the equipment inventoried on each site to assist in the County Audit process.

2. SPECIFIC SERVICES

Within 45 days of the execution of this Agreement, Client shall deliver to Consultant a current list of all known Wireless tower and equipment assets within Camden County ("Asset Discovery Report"). Consultant will work with Client to help determine a complete and accurate asset listing for Wireless and telecommunication equipment. Consultant will provide continued support throughout the discovery process. Consultant will provide Client with the documentation to substantiate an accurate assessment.

3. SPECIFIC SERVICES: DOCUMENTATION

The Consultant shall research and furnish accessible WF information in a comprehensive report that will generally include but is not limited to:

- (a) Cost of all facility improvements, including tower structure, and all equipment in use on WFs.
- (b) Cost of Wireless base station equipment, including an inventory list of Wireless equipment located on each tower within the community as long as access is granted to cell site. If access is denied, Consultant shall furnish an estimated value based on publicly available research and industry knowledge.
- (c) Digital pictures of towers and the number of carriers on each tower to allow assessor's office to know when another carrier has been added or equipment has been upgraded.
- (d) Site specifications including latitude and longitude, height of structure, and type of tower.

perform the allowed look back and there is still a deficiency, the county may choose to pay the remaining balance in the following calendar year after completion of the contract with payment made by July 1st. If there is a deficiency beyond year two, the 75% formula stated above will apply. Guarantee is invalid if county fails to use Cell Tower Solution's values or fails to comply with the protocol outlined in Schedule B. In the event the county agrees to accept a lower settlement than recommended by Cell Tower Solutions, the guarantee will not be applicable.

6. APPEAL SERVICE

Consultant will support the Client in the appeals process by supporting the Assessor before the Board of Equalization and Review to review the source data and answer questions regarding the specific appeal. Consultant will inventory equipment in shelters with carrier-supplied equipment lists. Equipment lists must be submitted to the Camden County Tax Assessor a minimum of 24 hours before the scheduled site visit. Where possible all of the carrier's shelters shall be inventoried on the same day. The service is provided at no fee, but requires that customary expenses (mileage at a rate \$0.50/mile, and \$100.00/day per diem) will be reimbursed to the Consultant.

In the event the appeal is filed in any court in which a timely challenge is made, the Consultant will provide expert testimony. The Consultant will be paid a fee of \$250.00 per hour, plus expenses as outlined above.

7. TERM OF AGREEMENT: TERMINATION

This initial term of this Agreement will be one (1) year, commencing on the date set forth on page 1 of this Agreement. In the event that the Consultant refuses or fails to provide services hereunder, or is in material breach of any provision of this agreement, Client shall send Consultant written notice of such breach, and Consultant shall have thirty (30) days to cure breach. Notwithstanding the above, for breaches related to Appeal Service, the Consultant shall have ten (10) days to cure breach. If a dispute arises out of or relates to this contract, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to litigation, or some other dispute resolution procedure. The fee for arbitration will be shared between the consultant and the client.

8. LIMITATION OF ACTIVITIES

The services performed under this agreement do not constitute a formal appraisal and due to the unique nature of these services, Consultant makes no representations that such services follow the Uniform Standards for Professional Appraisal Practice ("USPAP").

9. STATUS OF CONSULTANT

The specific services set forth above shall be cumulatively referred to as the "Project".

4. TIMES AND ATTENDANCE: COOPERATION BY CLIENT

Consultant shall perform the services described herein, in as expeditious a manner as is reasonably possible with due consideration of the time requirements of Client. Client anticipates having its report complete within 30 days of Client providing requested WF property information unless another deadline is mutually agreed upon. Client recognizes that the timing of the performance of Consultant's services may be affected by previous commitments to other clients (including the delivery of promised services and work product and previously scheduled meetings), and situations normally and traditionally deemed to be matters of a force majeure nature, including those influenced by the weather, strikes, or power outages.

Client agrees to cooperate with Consultant, as needed, and to provide Consultant with copies of any records, documents and other information needed for the fulfillment of this agreement on a timely basis. Client further agrees to provide Consultant with access to appropriate officials and/or employees of Client, as may be needed in the fulfillment of the Agreement. The Consultant agrees to hold information supplied from taxpayer records and county as confidential. Moreover, both parties understand and agree that mutual accountability and responsiveness is critical to the successful completion of the Project, and therefore both shall always make their best faith efforts to be accountable and promptly responsive to each other.

5. COMPENSATION

In payment for the services to be performed hereunder by Consultant, Client shall make payments to the Consultant as follows:

- (a) For the services to be performed by the Consultant pursuant to paragraphs 2 and 3 hereof, Client shall pay Consultant fees based on the type of tower surveyed in Camden County, Missouri, as specified in Schedule A.
- (b) Consultant shall invoice Client upon delivery of Asset Discovery Report. Twenty-five percent (25%) of the invoice shall be due and payable upon receipt of the Asset Discovery Report, but in no case later than (30) days. Fifty percent (50%) shall be payable when the values are input into the appraisal system. Twenty-five (25%) will be payable at the end of the required appeal period, when the property owner fulfills payment to the County of ad valorem taxes.

In the event the County fails to recoup the cost of the service fees due to a successful appeal or through too little value in the tower and carrier property, then the Consultant will amend fees to be no more than 75% of the revised collected amount. This number will be calculated by the total income derived from all discovered and assessed WFs compared against the total fees charged. The total income will be calculated from the value assessed for the current tax year and the previous three years as allowed by the look back under Missouri discovery laws. In the event fees have been paid to the Consultant exceeding the total collection, these fees will be remitted back to the County within 30 days of revised income statement. If the county chooses not to

Consultant is considered an independent contractor under this Agreement and neither Consultant nor any of its employees, subcontractors, agents or servants are considered to be employees of the County. Consultant has the exclusive right and duty to control the work of its employees. Consultant will be given general directions and instructions regarding the services to be provided under this Agreement; however, direct supervision of Consultant's employees will be Consultant's responsibility and obligation. Consultant shall provide proof of insurance, authority to engage in business in Missouri and shall comply with all federal and state employment, tax and registration laws of during the full period of performance of the Agreement work.

10. LIMITATION OF LIABILITY

THE TOTAL LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE TOTAL PRICE PAID UNDER THIS AGREEMENT OR SUCH LESSER AGAINST THEREOF AS IS ACTUALLY PAID BY CLIENT TO CONSULTANT.

11. NOTICES

Any and all notices, invoices, and payments required hereunder shall be addressed to the Parties at their respective addresses: Cell Tower Solutions, LLC 1130 Skipstone Drive, Watkinsville, Missouri 30677 and Camden County Commission, 1 Ct Cir NW, Camdenton, MO 65020 % County Clerk to such other address as may hereafter be designated in writing by either Party hereto.

12. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and interpreted in accordance with the Laws of the State of Missouri. Venue for any litigation shall be exclusively in Camden County, Missouri.

13. COMPLETE AGREEMENT: MODIFICATION

There are no terms, conditions or obligations other than those contained herein, and there are no written or verbal statements or representations, warranties or agreements with respect to this Agreement that have not been embodied herein. This Agreement constitutes the complete understanding of the Parties with respect to the subject matter hereof. No Modification or amendment of any provisions of this agreement shall be valid unless in writing and signed by both Parties.

14. AUTHORITY TO SIGN

The parties represent that they have the authority to enter into this Agreement and that the signatories to this Agreement represent the respective parties' approval in executing the Agreement.

The County Commission authorized this Agreement in a properly noticed meeting, a quorum being present on the ____ day of _____, 2018 as reflected in the public minutes of such meeting.

IN WITNESS THEREOF, the Consultant executes this Agreement by persons duly authorized to do so, and the County executes this Agreement by its Commission Chairman, attested by its Clerk, as authorized by its Board of Commissioners, to be effective as of the day and year first above written.

CONSULTANT:

CELL SOLUTIONS, LLC

By: _____
Name: _____
Title: _____

CLIENT:

Camden, County Board of Commissioners

By: Beverly Thomas
Name: BEVERLY THOMAS
Title: ACTING PRESIDING COMMISSIONER

SIGNATURE Marty Williams Assessor
SIGNATURE Richard J. Tedlow Clerk

Road & Bridge Awards - Commissioner Williams made a motion to approve all the bids listed at the recommendation of the road and bridge administrator. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes).



CAMDEN COUNTY ROAD & BRIDGE
1 Court Circle
172 VFW Road
Camdenton, MO 65020

<http://camdenmo.org/>
ccrb@socket.net
Phone: 573-346-4471
Fax: 573-346-0670

February 1, 2019

Camden County Commissioners

1 Court Circle NW, Suite 1

Camdenton, MO 65020

RE: Road & Bridge Department Materials and Supplies Recommendation of Award

On January 30, 2019, at 10:00 a.m., bids were publicly opened and read aloud in the Camden County Courthouse for materials and supplies for the Camden County Road & Bridge Department. The following are recommendations on the bid awards and bid tabulations:

ASPHALTIC CONCRETE (BID 190128-A)

Capital Materials (Linn Creek)

N.B. West Contracting Company (Bourbon)

Magruder Paving, LLC (Lake Ozark)

Recommendation: Accept low bid for Asphaltic Concrete from **Magruder Paving, LLC** as long as their asphalt plant is in the area. Magruder Paving currently expects to have their plant in Lake Ozark until mid-May. Accept the next lowest bid for Asphaltic Concrete from Capital Materials for the remainder of the 2019 calendar year. Camden County has done business with both Magruder Paving, LLC and Capital Materials in the past with satisfactory results.

Accept the low and only bid for Cold Mix Asphalt from N.B. West Contracting Company.

BATTERIES (BID 190128-B)

Ellis Battery Specialists

O'Reilly Auto Parts

Recommendation: Various prices were submitted on numerous batteries. Accept low bids for Batteries from both **Ellis Battery** and **O'Reilly Auto Parts** based on price and availability. Due to the vast variety of part numbers and inability to cross-reference, no bid tabulation has been created. Batteries will be purchased on a case-by-case basis in which the lowest price will be observed with the necessary availability.

CORRUGATED METAL PIPES (BID 190128-C)

Viebrock Sales & Service, LLC

Recommendation: Accept low and only bid for corrugated metal pipes from **Viebrock Sales & Service, LLC**. Camden County has done business with Viebrock Sales & Service, LLC in the past with satisfactory results.

VEHICLE & EQUIPMENT FILTERS (BID 190128-D)

O'Reilly Auto Parts

Fleet Pride

Heritage Tractor

Recommendation: Accept low bids on Vehicle & Equipment Filters from **Fleet Pride, O'Reilly Auto Parts and Heritage Tractor** based on price and availability. The attached bid tabulation shows the lowest price of each filter.

In the event that a filter is needed immediately to get a vehicle or equipment back in service, the Camden County Road & Bridge Department will obtain the filter from O'Reilly Auto Parts due to location and speed of delivery.

Camden County has done business with Fleet Pride, O'Reilly Auto Parts and Heritage Tractor in the past with satisfactory results.

CORRUGATED POLYETHYLENE PIPE (BID 190128-E)

Viebrock Sales & Service, LLC

Recommendation: Accept low bid and only bid on Corrugated Polyethylene Pipe from **Viebrock Sales & Service, LLC**. Camden County has done business with Viebrock Sales & Service, LLC in the past with satisfactory results.

DIESEL FUEL & GASOLINE (BID 190128-F)

MFA Oil Co.

Recommendation: Accept low and only bid from MFA Oil Co. MFA Oil Co. is Camden County's current fuel vendor, and they have been performing services adequately.

LIQUID ASPHALT (BID 190128-G)

Coastal Energy Corp

Recommendation: Accept low and only bid for Liquid Asphalt from **Coastal Energy Corp**. Camden County has done business with both Coastal Energy Corp in the past with satisfactory results.

OIL & LUBRICANTS (BID 190128-H)

Dennis Oil Company (D.O.C.)

MFA Oil

Champion Brands LLC

Recommendation: Accept low bid based on the products that are used the most for Oil & Lubricants from **Champion Brands LLC**. Camden County has done business with Champion Brands LLC in the past with satisfactory results.

CRUSHED STONE, AGGREGATE & SAND (BID 190128-I)

Magruder Limestone Co. – Sunrise Beach	Dredging, Inc. DBA Scott’s Concrete
Magruder Limestone Co. – Lake Ozark	Nemo Sand, Gravel & Quarry, LLC
Magruder Limestone Co. –Wood River Rd	Capital Sand Company, Inc. – Jefferson City
Capital Materials – Linn Creek	

Recommendation: Award low bid on Quarry Rock for projects and maintenance work South of the Little Niangua River and State Highway 5 Greenview Bridge; and Northwest of State Road T, Anderson Road, and Knight Road to Capital Materials. Award bid on Quarry Rock for projects and maintenance work Southeast of Knight Road, State Road T and Anderson Road to Willard Quarries, Inc. Award low bid on Quarry Rock for projects and maintenance work north of the Little Niangua River and State Highway 5 Greenview Bridge with an Edwards, Climax Springs, Roach, Camdenton, Sunrise Beach, Laurie or Gravios Mills zip code to Magruder Limestone Co, Inc. – Sunrise Beach. Award low bid on Quarry Rock for projects and maintenance work on projects located in the Kaiser zip code to Magruder Limestone Co, Inc. – Lake Ozark. CCRB also recommends that the first load from trucks departing the south district shop be acquired at Capital Materials, LLC and the first load from trucks departing the north district shop be acquired at Magruder Limestone Co. – Sunrise Beach. Award low bid for Pea Gravel to Dredging, Inc. DBA Scott’s Concrete. Camden County reserves the right to revert to the next closest bidder in the event that one of the previously listed quarries lacks the availability necessary. Camden County has done business with all these companies in the past with satisfactory results.

READY-MIX CONCRETE (BID 190128-J)

Ozark Ready Mix	Scott’s Concrete
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Recommendation: Accept both bids on Ready Mix Concrete and purchase from the lowest bidder with the best availability to the job site. Camden County has done business with both companies in the past with satisfactory results.

RENTAL EQUIPMENT (BID 190128-K)

Clark’s Concrete Const. Co.	A-B Rental & Sales
Dredging, Inc. D/B/A Scott’s Concrete	
HERC Rentals	
Cummings, McGowan and West Inc.	
MCS Rental and Supply	

Recommendation: Accept all bids and rent from company that has the needed equipment for the best price and availability.

ROAD SIGNS AND CONES (BID 190128-L)

Vulcan Signs

Custom Products Corporation

Barco Municipal Products, Inc.

Recommendation: Accept low bid on signs, cones and barricades from **Vulcan Signs, Custom Products Corporation** and **Barco Municipal Products, Inc** as shown in the attached bid tabulation. Camden County has done business with all of these customers in the past with satisfactory results.

If you have any questions regarding these recommendations, please feel free to contact me.

Sincerely,

Lee Schuman, PE

County Engineer / Road & Bridge Administrator

Adjourn: With no further official business on the agenda: Commissioner Williams made a motion to adjourn to any unofficial business that may develop during the day. Commissioner Thomas seconded the motion. The motion passed by vote: Commissioner Thomas (Yes), and Commissioner Williams (Yes). Session closed at 10:58 A.M.

Ordered that the Commission adjourn until Monday, February 4, 2019

Greg Hasty, Presiding Commissioner

Melissa Peters Benefits Coordinator