

**OFFICIAL
COMMISSION MINUTES
MAY 12th, 2023 – 10th DAY OF
THE APRIL ADJOURN TERM**

FORMAL AGENDA

The County Commission met in the Commission Conference Room with Nick Plummer (present), Brandon Williams (via-teleconference), and Sheila Wyatt (present).

CALL COUNTY COMMISSION MEETING TO ORDER

Presiding Commissioner Nick Plummer called the meeting to order at 3:00 p.m.

Also present: Devin Huff, Road & Bridge (via-teleconference), Nikki Lawrence, Purchasing Director and Legal Liaison, and Stephanie Spencer, County Clerk, were present.

AGREEMENT FOR SKIDSTEER #23-059RB

Commissioner Wyatt made the motion to approve the agreement for the skidsteer file #23-059RB between John Fabick Tractor Company and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-059RB

Agreement
for
Skidsteer

THIS AGREEMENT ("Agreement") dated the 12th day of May 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

- 1. Contract Documents.** The contract documents to this Agreement to purchase one (1) 289D3 C3H3 compact track loader ("Equipment") shall include Sales Order dated May 1, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032119-CAT, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
- 2. Contract Price.** The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$86,509.92. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.
- 3. Contract Duration.** This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.
- 4. Billing and Payment.** All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
- 5. Binding Effect.** This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
- 6. Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR EXCAVATOR #23-058RB

Commissioner Wyatt made the motion to approve the agreement for excavator file #23-058RB between John Fabick Tractor Company, of St. Louis and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-058RB

Agreement
for
Excavator

THIS AGREEMENT ("Agreement") dated the 12th day of May 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement to purchase one (1) 308-07 excavator ("Equipment") shall include Sales Order dated April 28, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032119-CAT, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.

2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$151,645.37. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.

3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.

4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.

5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.

6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

AGREEMENT FOR MATERIAL HANDLING EXCAVATOR #23-057RB

Commissioner Wyatt made the motion to approve the agreement for the material handling excavator file #23-057RB between John Fabick Tractor Company and Taney County. Commissioner Williams seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

No. 23-057RB

Agreement
for
Material Handling Excavator

THIS AGREEMENT ("Agreement") dated the 12th day of May 2023, is made by and between Taney County, Missouri, a political subdivision of the State of Missouri, (hereinafter "County") and John Fabick Tractor Company, St. Louis, Missouri (hereinafter "Contractor").

NOW, THEREFORE IN CONSIDERATION of the mutual considerations and obligations of the parties contained herein, the parties agree as follows:

1. Contract Documents. The contract documents to this Agreement to purchase one MH3022 material handling excavator ("Equipment") shall include Sales Agreement dated May 1, 2023 and the cooperative purchasing contract documents of Sourcewell Contract #032119-CAT, all of which are attached hereto and incorporated herein by reference as Exhibit A ("Contract Documents"). Contract Documents, Product or Services data, specifications and literature submitted may be permanently maintained in the County Purchasing Office. In the event of a conflict between any of the foregoing Contract Documents, and this Agreement, the terms and conditions of this Agreement shall prevail and control.
2. Contract Price. The County agrees to purchase the Equipment from the Contractor and the Contractor agrees to sell to the County the Equipment provided under this Agreement. The Purchase Price shall not exceed \$469,159.84. If certain unusual circumstances occur specific to Equipment availability, the County may consider all other options.
3. Contract Duration. This agreement shall commence on the date it is fully executed and terminate upon expiration of all applicable warranties. This agreement may only be extended by the order of the County subject to the pricing, and delivery clauses as agreed to, and offered by the Contractor's bid response.
4. Billing and Payment. All billing must be invoiced with specific department information. Billings and invoices may only include the prices provided for via this Agreement. No additional fees or extra services not included, or taxes, shall be included as additional charges in excess of the charges in this Agreement or the Contract Documents. The County agrees to pay all correct statements within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts, if any are available, when County makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount.
5. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns for so long as this Agreement remains in full force and effect.
6. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual Agreement. This Agreement may only be amended by a signed writing executed with the same formality as this Agreement.

ADJOURNMENT

Commissioner Williams moved to adjourn. Commissioner Wyatt seconded the motion. The motion passed by vote: Plummer (aye), Williams (aye), and Wyatt (aye).

ADJOURN: 3:05 P.M.

The minutes were taken and typed by Stephanie Spencer, County Clerk.

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