



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

<http://ChristianCountyMO.iqm2.com>

January Term

~ Minutes ~

Thursday, February 18, 2016

8:50 AM

The Christian County Courthouse

I. Convene

The meeting was called to order at 8:50 AM by Presiding Commissioner Ray Weter

Attendee Name	Title	Status	Arrived
Ray Weter	Presiding Commissioner	Present	8:50 AM
Bill Barnett	Western Commissioner	Present	8:50 AM
Sue Ann Childers	Eastern Commissioner	Present	8:50 AM
Kay Brown	County Clerk	Present	8:50 AM
Cheryl Mitchell	Assistant	Present	8:50 AM

II. Agenda

Motion/Vote - 8:50 AM Christian County Commission

Discussion - Approve Agenda

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Scott Grider, Brent Young, Kent John and Planning and Zoning Director Todd Wiesehan.

Presiding Commissioner Ray Weter entertained a motion to approve the published agenda for February 18, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:55 AM Kay Brown-Christian County Clerk

Minutes & Financials Approval - Approve Minutes and Financials

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Scott Grider, Brent Young, Kent John and Planning and Zoning Director Todd Wiesehan.

Presiding Commissioner Ray Weter entertained a motion to approve the minutes for February 8th, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 8:55 AM

Approve Court Order 02-18-2016-1

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Scott Grider, Brent Young, Kent John and Planning and Zoning Director Todd Wiesehan.

Presiding Commissioner Ray Weter entertained a motion to approve Court Order 02-18-2016-1 for \$ 256,536.91 sales tax revenue.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:00 AM Todd Wiesehan-Planning and Development

Bid Opening - Bid Opening-Color Digital Imaging System

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Justin Quit, Tiffany Wood, Kent John and Planning and Zoning Director Todd Wiesehan.

The County Commission opened bids for a color digital imaging system for the Planning and Zoning Department from the following companies:

Todd Wiesehan presented the Commission the four bids that were submitted.

Lakeland Office Systems

Springfield Blue Print

Corporate Business Systems

American Business Systems

Todd Wiesehan will review the bids and make a recommendation to the Commission.

A bid decision is scheduled for Thursday, February 25, 2016 9:15 a.m.

Motion/Vote - 9:15 AM Brad Cole-Christian County Sheriff

Bid Opening - Bid Opening-Uniforms for Officers

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Tiffany Wood, Justin Quit and Kent John.

The County Commission opened the two bids for uniforms for the Sheriff's Department from the following companies:

Frank's Uniforms, Inc.

Southern Uniform and Equipment, Inc.

Sheriff Cole reviewed the bids and recommended to the Commission to accept both bids based on price and availability. Sheriff Cole said the companies are similar in price within two dollars for any particular item and availability is needed.

Presiding Commissioner Ray Weter entertained a motion to approve both companies for the purchase of uniforms.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:30 AM Kelly Hall-Christian County Recorder of Deeds

Bid Decision - Bid Decision-Copier

The meeting was attended by Commission Secretary Cheryl Mitchell, Recorder Kelly Hall, Judy Dollarhite, Tiffany Wood, Justin Quit and Kent John.

The County Commission previously opened bids for a copier for the Recorder's Office and a recommendation will be presented today by the Recorder.

Recorder Hall reviewed the bids and recommended to the Commission to select the Lanier Copier from American Business Systems which includes a fax machine. The Recorder said the current maintenance agreement can be transferred to the new machine and the cost of maintenance is expected to decrease. Recorder Kelly Hall said Lanier Copier is \$ 2,059.53

Presiding Commissioner Ray Weter entertained a motion to award the Lanier copier to American Business Systems.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 9:45 AM Miranda Beadles-Christian County Highway Engineer

Discussion - Keltner Road Grant Application

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Adam Day, Scott Grider, Brent Young, Miranda Beadles County Highway Road Engineer and Amelia Wigdon Reporter for the Christian County Headliner News.

The County Commission met with Miranda Beadles to review and approve the USDA grant application for Keltner Road.

Miranda Beadles presented a USDA grant application that outlines the proposed road improvements to Keltner Road that runs along Swan Creek. Ms. Beadles said she met with USDA representative, Mr. Malone over the week of Thanksgiving to review Keltner Road for a possible grant. Ms. Beadles said if the grant is approved, Swan Creek would be realigned and a rock berm would be built to stop the flooding from Swan Creek into the road. The proposed cost of the project is \$ 437,000.00 and is estimated to be less once the plans have been completed. Ms. Beadles said the USDA will provide the survey and the engineering plans for the project. The grant will reimburse 75% of the cost of the project.

Ms. Beadles said the citizens that reside near Swan Creek are delighted to see a possible solution to Keltner Road.

Presiding Commissioner Ray Weter entertained a motion authorize application for the USDA Grant.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:15 AM Miranda Beadles-Christian County Highway Engineer

Discussion - Common 2 Backhoe Bid

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Adam Day, Scott Grider, Brent Young, Miranda Beadles County Highway Road Engineer and Jason Stutesmun.

The County Commission met with Miranda Beadles for a recommendation to purchase a backhoe for Common 2 road District.

Miranda Beadles said they obtained quotes from the Missouri Department of Transportation which included: Potter Equipment and Murphy Tractor & Equipment Company. Ms. Beadles recommended to the Commission to purchase the 2014 Case 580 wide track backhoe that has 5 hours of time used and is \$ 92,016.00. Ms. Beadles said this price includes shipping cost from North Dakota to the Case Dealer in Springfield. Ms. Beadles said the insurance will cover \$ 83,036.00, of the cost leaving a balance of \$ 8,980.00.

Presiding Commissioner Ray Weter entertained a motion approve the recommendation to purchase the 2014 Case 580 wide track backhoe from Potter Equipment, Co., for \$ 92,016.00.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Barnett, Western Commissioner
SECONDER:	Sue Ann Childers, Eastern Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:30 AM Rance Duffy-E911

Agreement - IGA Building of Radio Towers Common 1 and Common 2

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Amelia Wigdon, Christian County Headliner News, Emergency 911 Director Rance Duffy and Carrie Stevens, Captain Lofton, Todd Wiesehan Miranda Scott Grider, Jason Stutesmun, Adam Day and Brent Young.

The County Commission met with E-911 Director Rance Duffy to review an IGA with Emergency 911 to build a towers at the East and West Road Barns. Mr. Duffy said they have been working with the Sheriff's Department and the Common 1 and Common 2 Road Districts, to build a lease tower at the site of each of the road barn. Mr. Duffy said the Emergency 911 Department, Common 1 and 2 Road Districts, Sheriff's Department, and the cities are experiencing radio interference using the leased towers. By building our own towers the interference will be eliminated and there will be a clear radio frequency. Mr. Duffy said at each of the road barns a tower will be constructed that will stand 170 feet tall and will be secured to a 36 by 36 pad. Mr. Duffy said the IGA was previously approved and signed by John Housley.

Presiding Commissioner Ray Weter approved and signed the IGA authorizing the construction of a communication tower to be built at the Common 1 and Common 2 road barns.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

Motion/Vote - 10:45 AM Miranda Beadles-Christian County Highway Engineer

Discussion - Emergency Procurement Equipment Rental

The meeting was attended by Commission Secretary Cheryl Mitchell, Judy Dollarhite, Amelia Wigdon, Christian County Headliner News, Miranda Beadles, Scott Grider, Jason Stutesmun, Adam Day and Brent Young.

The County Commission met with Miranda Beadles to discuss an emergency procurement to rent a bull dozer. Ms. Beadles said this is to shore up Keltner road, bring in shot rock and push the shot rock in place to stop the flooding that removes all the fill rock. Ms. Beadles said she received three quotes to rent a dozer for one month from the following companies:

Fabick \$ 8,170.00; Berry Tractor \$ 7,650.00; and Murphy \$ 7,600.00

Ms. Beadles made a recommendation to the Commission to select Murphy for \$ 7,600, which includes delivery and pick-up. The use of the bull dozer and work completed will reduce the total cost of the grant project.

Commissioner Childers asked if the grant includes the cost of liability insurance.

Miranda Beadles said the grant does not include insurance costs. Ms. Beadles said the road work will be done by the county road departments.

Presiding Commissioner Ray Weter entertained a motion to approve the emergency procurement of equipment from Murphy in the amount of \$ 7,600, to preserve the rock that was previously laid.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers

III. Adjournment

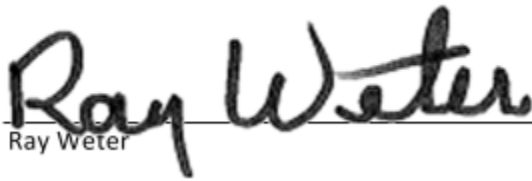
The meeting was closed at 10:55 AM

Motion/Vote -

Adjourn

The scheduled meetings for the County Commission for Thursday, February 18, 2016, have been completed. The County Commission will resume session February 22, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Sue Ann Childers, Eastern Commissioner
SECONDER:	Bill Barnett, Western Commissioner
AYES:	Ray Weter, Bill Barnett, Sue Ann Childers



Ray Weter

Presiding Commissioner, Ray Weter



Bill Barnett

Western Commissioner, Bill Barnett



Sue Ann Childers

Eastern Commissioner, Sue Ann Childers

CERTIFIED COURT ORDER #02-18-2016-1

The Treasurer is hereby ordered to pay the following entities:

February 2016 #332 Sales Tax
January 2016 Term

2016 #332 Sales Tax			
Receipts # 26426			
February 8, 2016			
Sales Tax #332 Received		\$256,536.91	CKS
Common Road I	30.98%	\$79,475.13	301-420-209
Common Road II	30.39%	\$77,961.57	302-420-209
Common Road I		17,708.33	301-420-209
Common Road II		17,250.00	302-420-209
Budget Apportionment			
Common I Total		\$97,183.46	
Common II Total		\$95,211.57	
Amount To Remain in Pool		\$64,141.88	

Ray Weter

 Presiding Commissioner Ray Weter

Bill Barnett

 Western Commissioner Bill Barnett

Sue Ann Childers

 Eastern Commissioner Sue Ann Childers

RECEIVED
 FEB 08 2016
 KAY BROWN
 COUNTY CLERK

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Commission, at my office in Christian County this, the 18th day of February 2016.

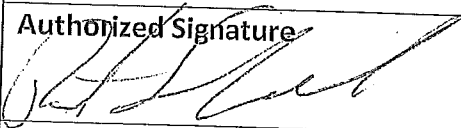
Kay Brown

 Kay Brown, Clerk of the County Commission

Attachment: Crt. Ord.2-18-2016-1 (2793 : Approve Minutes and Financials)

(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 American Business Systems	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.430813894.
Mailing Address 416 S Jefferson	IRS Form 1099 Mailing Address: Same
City, State, Zip Code Springfield, MO 65806	City, State, Zip Code
Contact Person: Rick Shirrell, Kent John	Email Address: rickshirrell@ambussys.com kentjohn@ambussys.com
Phone number: 417-866-5083, 417-616-3004	Fax number: 417-866-4275
Authorized Signature 	Date: 2-1-16
Printed Name: Rick Shirrell	Title: Sales Manager

Attachment: 2-18-16 Bids for P&Z Copier (2794 : Bid Opening-Color Digital Imaging System)

Exhibit A-References

Product/Service	Size/Type	Frequency	Price (includes all fees)
Lanier Color Wideformat	MP CW2200	One time	\$5999.99
Lanier Wideformat Stand	MP CW2200 stand	One time	\$983
American Business Systems	Service Agreement On-site service calls Parts, Labor, Toner Are included. No Paper	Monthly	.035 Black/white .12 Color Per Square Foot. No minimum
Remove your old printer Set up & install Training		One time One time As needed	No charge No charge No charge

Specifications


Springfield Blue Print

219 E. Pershing – Springfield, MO 65806
 Phone: 800.458.9731 - Fax: 417.869.2219
www.spfdblue.com

PRICE QUOTATION

February 17, 2016

Provided to	Provided by
Christian County Commission Color Digital Imaging System	Rob Gentry Springfield Blue Print 219 E. Pershing Springfield, MO 65806

Canon Plotting Equipment	
Canon iPF 785 MFP Bundle (Color Copy, Print, and Scan)	\$ 8995.00
Trade in OCE 7055	-\$ 1345.00
	\$7,650.00
Equipment Price Includes (Outright Purchase or Lease)	
<ul style="list-style-type: none"> • Canon iPF 785- 36" Color Plotter with Stand • 32GB Printer Memory • 320GB Hard Drive • 40" Color Track Scanner with Tall Stand • Acer Computer • 21.5" Color Touch Screen Monitor • 90ml Start-Up Color Ink Cartridges 130ml MBK Black • 3" Spindle Adaptor Kit • Delivery, Installation, and Training • 1 Year Warranty on All Parts and Labor Provided by Springfield Blue Print 	
Extended Service (In Addition to One Year Warranty) NO MINIMUM maintenance agreement (NO PAPER)	\$199.95 per month
INCLUDES	
Black and White Cost Per Copy	
Color Cost Per Copy	
CANON Ink Provided and Free Shipping	
CANON 300ml. INK Matte Black, Black, Cyan, Magenta, Yellow	
Regular Cleaning and Free Parts	
Supply Reorder Part Names / Part Numbers	
Canon Ink Tank PFI-207MBK – Pigment Matte Black Ink Tank 300ml	
Canon Ink Tank PFI-207BK – Dye Black Ink Tank 300ml	
Canon Ink Tank PFI-207C – Dye Cyan Ink Tank 300ml	
Canon Ink Tank PFI-207M – Dye Magenta Ink Tank 300ml	
Canon Ink Tank PFI-207Y – Dye Yellow Ink Tank 300ml	
CIPF-04 Print Head PF-04	
Maintenance Cartridge MC-10	

1 This quotation is valid for a period of 30 days. All prices exclude sales tax. This quote is confidential and is intended for use by Springfield Blue Print and the company to which it is provided.

Attachment: 2-18-16 Bids for P&Z Copier (2794 : Bid Opening-Color Digital Imaging System)



RECOMMENDED SOLUTIONS

QTY	Make	ITEM DESCRIPTION
1	Savin	MP CW2200 Wide Format Machine price reduced by 1000.00 using mdf
1	Savin	MP CW2200SP Stand
		Shipping (Free of charge)
		Delivery and Set up (Free of charge)
		100% PC connectivity (Free of charge)
		Full on-site training by Customer Support Representative (Free of charge)
		ESP Power/Network/Fax Filtration Unit / Surge Supression (Free of charge)

Purchase Price

\$6,307.15

Service Agreement Includes:

All parts, labor, supplies and preventitive maintenance.

Mono pages include 0 Overage rate .11 LINEAR FT

Color pages include 0 Color overage rate .25 LINEAR FT

Excludes paper and staples.

Cost for removal

Attachment: 2-18-16 Bids for P&Z Copier (2794 : Bid Opening-Color Digital Imaging System)

Product/Service	Size/Type	Frequency	Price (includes all fees)
CANON IPF 785 MFP PLOTTER WITH STAND	36" PLOTTER	1 TIME PURCHASE	\$7650.00 INCLUDES SETUP, DELIVERY, TRAINING
NO MINIMUM MAINTENANCE AGREEMENT (NO PAPER)	INCLUDES ! A- BLACK / WHITE B- COLOR COST	COST PER COPY PER COPY	\$199.95 PER MONTH
	C- CANON INK FREE D- REGULAR AND FREE	(5 COLORS) WITH SHIPPING CLEANING PARTS	

Attachment: 2-18-16 Bids for P&Z Copier (2794 : Bid Opening-Color Digital Imaging System)


LANIER CW2200 vs CANON IPF785MFP

DESCRIPTION	LANIER CW2200	CANON IMAGEPROGRAF PRINTER	CANON IMAGEPROGRAF ADVANTAGE
PRODUCTIVITY	<ul style="list-style-type: none"> 45 D size/hour in color- Fast mode 	<ul style="list-style-type: none"> 100 D size/hour in color-Fast mode (IPF785 MFP) 	The Canon iPF is faster in color mode, more than double the Lanier unit.
ERGONOMICS	Has to be placed a certain number of feet away from the wall in order to let the machine vent- fire hazard if not enough room is given to properly vent. Folding out the basket also take up room in the front.	The iPF unit can be placed directly in front of a wall for tight spaces. All media and ink changing as well as maintenance is done at the front of the machine	Easy operation for walk up users with output media, and ink accessible from the front in easy to reach positions.
FLEXIBILITY	36" model with scanner, no upgrading allowed in the field	Canon iPF series has over 23 print engines to choose from. Ranging from 17 up to 60" with printers customized for CAD, GIS or fine arts markets	You can choose the most customized " solutions for your individual customer's needs.
DOCUMENT STACKING	Front basket catch bin only; prints in front of print engine with no collation or stacking options	The iPF series has many options, the iPF785 series has a basket that will fold up into a tray for easy paper stacking. There is also a table as an option for each iPF unit if the customer is printing in high volume.	The Lanier's only option is for the prints to fall into the tray. This means no collations of the prints, prints can get smudged and both time and money will be wasted reprinting and collating and collecting the prints in the right order.
INK CAPACITY	Black/Color Ink tanks: 100ml, 200ml GELJET pigment inks	The iPF units range in ink size. For the smaller 24" printers the user has a choice of, 130 or 300 ml ink tanks. For larger sizes, the ink tanks can go up to 700ml for unattended printing.	Increased productivity. The iPF system will not stop if the ink tank is empty. Thanks to the intermediate reservoir, user has spare time to replace ink tanks while the system continues to print. Larger ink tanks also means longer unattended printing times.
DPI	600 dpi	2400x1200 dpi	Greater quality for a wider range of customer print needs.
SCANNING SPEED	<ul style="list-style-type: none"> 3.14 ips B&W 1.05 ips Color 	<ul style="list-style-type: none"> 13 ips B&W 3 ips Color 	Greater productivity, double your speed in both color and B&W.

(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	Legal Name of Entity/Individual Filed with IRS for this Tax ID No.
Lakeland Office Systems	73-1247450
Mailing Address	IRS Form 1099 Mailing Address
2932 E. Pythian Street	2932 E. Pythian Street
City, State, Zip Code	City, State, Zip Code
Springfield, MO 65802	Springfield, MO 65802

Contact Person	Email Address
Tiffany Wood	twood@lakelandoffice.com
Phone number	Fax number
417-459-9223	
Authorized Signature	Date
	02/17/2016
Printed Name	Title
David Tyson	EVP

Attachment: 2-18-16 Bids for P&Z Copier (2794 : Bid Opening-Color Digital Imaging System)

Exhibit A-References

Product/Service	Size/Type	Frequency	Price (includes all fees)
Canon IPF 785 MFP M40	36" Plotter/Scanner	1 yr. Warranty 2 yr. Warranty Includes Parts/Labor NO INK/PAPER	\$6,900.00 EACH Included \$650.00 EACH
Takes 5 Inks w/ 300ML Ink Tanks @			\$127.00 Each

Notes: Includes All Delivery, Training and Installation.

Attachment: 2-18-16 Bids for P&Z Copier (2794 : Bid Opening-Color Digital Imaging System)



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100

Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

Ray Weter
Presiding Commissioner

Bill Barnett
Western Commissioner

Sue Ann Childers
Eastern Commissioner

February 18th, 2016

Franks Uniforms
532 E. Walnut
Springfield, MO 65806

Southern Uniform & Equipment
P.O. Box 433
Carthage, MO 64836

Dear Gentlemen,

The Christian County Commission voted today to award the bid for Uniforms for the Sheriff's Department to both vendors. This will be awarded due to price & availability. Thank you for participating in the bidding process and we look forward to working with you.

Sincerely,

Bill Barnett
Western Commissioner

Ray Weter
Presiding Commissioner

Sue Ann Childers
Eastern Commissioner

Attachment: 2-18-2016 Uniform Bid (2795 : Bid Opening-Uniforms for Officers)



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100

Ozark, Missouri 65721

Phone: 417-582-4300 • Fax: 471-581-5924

Ray Weter
Presiding Commissioner

Bill Barnett
Western Commissioner

Sue Ann Childers
Eastern Commissioner

February 18th, 2016

Brian Mansker
Copy Products Inc.
2103 W. Vista
Springfield, MO 65807

Dear Brian,

The Christian County Commission voted today to award the bid for the Copier for the Recorder of Deeds office to American Business Systems. We appreciate you participating in the bidding process.

Sincerely,

Bill Barnett
Western Commissioner

Ray Weter
Presiding Commissioner

Sue Ann Childers
Eastern Commissioner

Attachment: 2-18-16 Recorder's Copier Bid Letters (2800 : Bid Decision-Copier)



CHRISTIAN COUNTY COMMISSION

100 W Church Street, Room 100
Ozark, Missouri 65721
Phone: 417-582-4300 • Fax: 471-581-5924

Ray Weter
Presiding Commissioner

Bill Barnett
Western Commissioner

Sue Ann Childers
Eastern Commissioner

February 18th, 2016

Kent John
American Business Systems
416 S. Jefferson
Springfield, MO 65806

Dear Kent,

The Christian County Commission voted today to award the bid for the Copier for the Recorder of Deeds office to American Business Systems. We appreciate you participating in the bidding process and look forward to working with you.

Sincerely,

Bill Barnett
Western Commissioner

Ray Weter
Presiding Commissioner

Sue Ann Childers
Eastern Commissioner

Attachment: 2-18-16 Recorder's Copier Bid Letters (2800 : Bid Decision-Copier)

BID FORM

**MISSOURI DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES - PROCUREMENT
830 MoDOT Drive, Jefferson City, MO
65109**

REQUEST NO.	3-120320RJ
DATE	February 28, 2012
PAGE NO.	1

SEALED BIDS, SUBJECT TO THE ATTACHED CONDITIONS WILL BE RECEIVED AT THIS OFFICE UNTIL

2:00 pm., Local Time, March 20, 2012

AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

BIDS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION

Submit net bid as cash discount stipulations will not be considered
Various End User Delivery Locations

DEFINITE DELIVERY DATE SHOULD BE SHOWN. THE BIDDER MUST SIGN AND RETURN BEFORE DATE AND TIME SET FOR OPENING.

BUYER: Reva Jones

BUYER TELEPHONE: 573-526-2744

BUYER EMAIL: reva.jones@modot.mo.gov

EQUIPMENT

Backhoes and Loaders

To establish a contract to furnish "backhoes and loaders" in accordance with the following pages.

Components of Agreement: The Agreement between MHTC and the successful Bidder shall consist of: the RFB and any written amendments thereto, the "Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions" that are attached to this RFB, the bid submitted by the Bidder in response to the RFB and the post-award contract agreement signed between the parties. However, MHTC reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFB or the Bidder's bid. The Bidder is cautioned that its bid shall be subject to acceptance by MHTC without further clarification.

Return sealed bid to the address shown at the top of this page.

(SEE ATTACHED FOR TERMS, CONDITIONS, AND INSTRUCTIONS)

In compliance with the above Request For Bid, and subject to all conditions thereof, the undersigned bidder agrees to furnish and deliver any or all the items on which prices were bid within the timeframe specified herein, after receipt of formal purchase order.

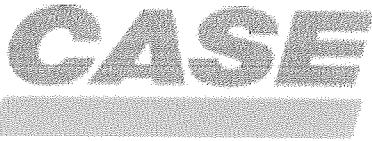
Date: _____
Telephone No.: _____
Fax No.: _____
Federal I.D. No. _____
Email Address: _____

Firm Name: _____
Address: _____
By (Signature): _____
Type/Print Name _____

Is your firm MBE certified? Yes No

Title: _____
Is your firm WBE certified? Yes No

SALES QUOTATION



Potter Equipment Co., Inc.

Springfield Missouri 65807
Phone 417 862 9275 Fax 417 862 2025

58

Customer Name **Christain Co. R&B**

Address West Shop , Nixa

Telephone 417-840-7514

Date February 5, 2016

QTY.	DESCRIPTION	
1	New 2014 Case 580 Super N Wide Track	\$92,016
	Options Included: Tier 4 Interm Emmissions	
	4WD Standard Transmission	
	Extendahoe with 1100Lbs Counterweight	
	Enclosed Cab with Heat & AC. Radio.	
	Pilot Controls with Powerlift Option	
	Dual action Auxillary Hydraulics	
	Flip Over Stabilizer Pads	
	Cloth Seat with Armrests	
	Hydraulic Coupler for Loader with Bucket and Forks.	
	Block Heater	
	Auto Ride Control	
1	Front Spare Tire with Wheel	
	Air Suspension Seat	
	Comfort Steer	
	Backhoe Coupler Quick Release with 24" Bucket	
	Hydraulic Thumb	48Mo. / 4000 Warrenty

81,025
 3091
 760
 482
 860

 89,236
 3,345

 92,581

Total Price \$92,016.00

Trade-in Unit _____

Trade-in allowance ??????????????????

Serial # _____

Cash and/or trade difference

Year _____

Sales tax 7.60%

TOTAL

Trade allowance _____

Bill Ellsworth 880-2354

Attachment: 2-18-16 Bids for Backhoe (2797 : Common 2 Backhoe Bid)



**Missouri Department of Transportation
Bid Tabulation of Request 3-120320RJ
3rd Renewal**

Backhoe Options (Item #1)

<u>Option</u>	<u>Description</u>
1	Delete factory-installed air conditioning
2	Delete AM/FM radio
3	Hydraulic actuated loader bucket quick coupler
4	18" heavy duty toothed bucket w/ lift loop with pin
5	24" heavy duty toothed bucket w/ lift loop with pin
6	36" heavy duty toothed bucket w/ lift loop with pin
7	36" smooth ditch bucket with pin, with bolt on cutting edge
8	48" smooth ditch cleaning bucket with pin, with bolt on cutting edge
9	Heavy duty loader bucket w/ auxiliary cutting edge and shoes (min 1.25 cu. yd)
10	Multi-purpose 4x1 loader bucket (min 1.25 cu. yd)
11	Pallet fork used with existing loader bucket
12	Quick coupler pallet fork
13	Wrist-o-twist for end of boom
14	Stabilizer reversible flip pads (dirt/pavement)
15	1 spare front wheel and 1 spare rear wheel
16	Poly front fenders
17	Hydraulic tool circuit for backhoe boom
18	Plate style compactor
19	2500 hours, 60 month ext. warranty (power train and hydraulics)

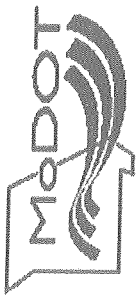
Wheel Loader Options (Item #2)

<u>Option</u>	<u>Description</u>
1	Delete factory-installed air conditioning
2	Delete AM/FM radio
3	General purpose bucket (min 2 cu. yd) in lieu of 2.0 yd bucket
4	Multi-purpose 4x1 loader bucket
5	Pallet forks 60"x60" with quick connect brackets in lieu of 60"x48"
6	Extra counter weights
7	Full rear wheel fenders
8	High lift extended reach loader package
9	2500 hours, 60 month ext. warranty (power train and hydraulics)

Wheel Loader Options (Item #3)

<u>Option</u>	<u>Description</u>
1	Delete factory-installed air conditioning
2	Delete AM/FM radio
3	General purpose bucket (min 3 cu. yd) in lieu of 2.5 yd bucket
4	Multi-purpose 4x1 loader bucket
5	60"x60" quick coupler pallet forks
6	Extra counter weights
7	Full rear wheel fenders
8	High lift extended reach loader package
9	2500 hours, 60 month ext. warranty (power train and hydraulics)

Attachment: 2-18-16 Bids for Backhoe (2797 : Common 2 Backhoe Bid)



**Missouri Department of Transportation
Bid Tabulation of Request 3-120320RJ
Multiple Award
3rd Renewal**

EXP. 3/31/16

Item #1 - Backhoe

<u>Vendor</u>	<u>Make/Model</u>	<u>Base Price</u>	<u>HP</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Altorfer, Inc.**	Caterpillar 430F ST	\$101,960.00	106	N/A	-\$345.00	\$5,247.00	\$1,107.00	\$1,259.00	\$1,475.00
Crown Power & Equipment	Case 590 SN	\$96,059.52	108	-\$1,778.00	-\$170.00	\$3,300.00	\$728.00	\$799.00	\$948.06
Erb Equipment Company**	John Deere 410K replaced with below	\$88,600.00	108	-\$1,430.00	N/A	\$3,310.00	\$830.00	\$935.00	\$1,120.00
	John Deere 410L	\$98,215.00	108	N/A	-\$430.00	\$4,400.00	\$860.00	\$985.00	\$1,385.00
Fabick Cat	Cat 430F ST	\$105,400.00	106	N/A	-\$375.00	\$5,535.00	\$1,138.00	\$1,299.00	\$1,611.00
G.W. Van Keppel Co.	Volvo BL70B	\$78,576.00	101	-\$1,972.00	-\$489.00	\$3,746.00	\$946.00	\$1,176.00	\$1,389.00
Luby Equipment Services**	Case 580 SN	\$84,650.00	95	-\$1,300.00	-\$120.00	\$3,250.00	\$710.00	\$775.00	\$925.00
	Case 580 SN WT	\$85,800.00	95	-\$1,300.00	-\$120.00	\$3,250.00	\$710.00	\$775.00	\$925.00
	Case 590 Super N	\$93,200.00	108	-\$1,300.00	-\$120.00	\$3,250.00	\$710.00	\$775.00	\$925.00
Murphy Tractor & Equipment Co.**	John Deere 410K replaced with below	\$90,000.00	107	-\$1,281.00	STD	\$1,750.00	\$645.00	\$655.00	\$1,155.00
	John Deere 410L	\$99,500.00	113	STD	-\$378.00	\$2,565.00	\$645.00	\$655.00	\$1,165.00
Pat Kelly Equipment Co.	New Holland B95C	\$87,674.00	95	-\$1,827.00	-\$374.00	\$4,307.00	\$912.00	\$1,027.00	\$1,240.00
Potter Equipment Co.	Case 590 Super N T 4	\$91,025.00	108	-\$1,300.00	-\$125.00	\$3,091.00	\$715.00	\$780.00	\$916.00
	Case 580 Super N T 4 - Wide Track	\$84,025.00	95	-\$1,300.00	-\$125.00	\$3,091.00	\$715.00	\$780.00	\$916.00
	Case 580 Super N T 4	\$83,690.00	95	-\$1,330.00	-\$125.00	\$3,091.00	\$715.00	\$780.00	\$916.00
S&H Farm Supply, Inc.	New Holland B95C	\$83,470.00	95	-\$1,550.00	-\$250.00	\$4,525.00	\$1,350.00	\$1,420.00	\$1,535.00
Tri-State Construction Equipment Co.**	John Deere 410K replaced w/ below	\$89,400.00	107	-\$1,281.00	STD	\$1,750.00	\$645.00	\$655.00	\$1,155.00
	John Deere 410L	\$98,500.00	113	STD	-\$378.00	\$2,565.00	\$645.00	\$655.00	\$1,165.00
Victor L. Phillips Company	Case 580 SN	\$75,735.00	97	-\$1,350.00	-\$140.00	\$3,650.00	\$792.00	\$895.00	\$1,095.00
	Case 580 SN WT	\$79,895.00	95	-\$1,350.00	-\$140.00	\$3,650.00	\$792.00	\$895.00	\$1,095.00
	Case 590 SN	\$86,571.17	110	-\$1,350.00	-\$140.00	\$3,650.00	\$792.00	\$895.00	\$1,095.00

ransportation
J Backhoes and Loaders

	7	8	9	10	11	12	13	14	15	16	17	18	19	ARO	MSRP%
N/A	\$2,022.00	\$2,612.00	\$5,314.00	\$3,710.00	\$2,895.00	N/A	\$232.00	\$2,000.00	\$410.00	\$2,400.00	\$7,425.00	\$5,990.00	120-180 days	27.00%	
\$1,368.00	\$1,595.00	\$1,970.00	\$4,140.00	\$1,320.00	\$3,298.00	NA	\$522.00	\$1,390.00	\$385.00	\$1,740.00	\$5,450.00	\$2,596.00	120 days	0.00%	
\$1,630.00	\$1,895.00	Included	\$3,265.00	\$1,600.00	\$1,695.00	\$8,175.00	STD	\$1,650.00	NA	\$2,078.00	\$8,400.00	\$2,475.00	35 days	0.00%	
\$1,600.00	\$1,850.00	In Base	\$3,400.00	\$1,600.00	\$1,810.00	\$7,400.00	STD	\$1,600.00	N/A	\$2,115.00	\$9,600.00	In Base	35 days	0.00%	
N/A	\$2,084.00	\$2,687.00	\$5,468.00	\$3,649.00	\$2,905.00	N/A	\$245.00	\$2,100.00	\$435.00	\$2,500.00	\$7,079.00	\$5,220.00	150-210 days	0.00%	
N/A	\$1,484.00	\$2,574.00	\$4,526.00	\$1,260.00	\$2,377.00	\$2,096.00	\$577.00	\$550.00	\$947.00	\$2,102.00	\$6,729.00	\$2,607.00	90-120 days	20.00%	
\$1,500.00	\$1,650.00	STD	\$2,400.00	\$1,200.00	\$4,600.00	\$6,950.00	STD	\$1,375.00	\$400.00	\$2,350.00	\$4,900.00	\$2,600.00	60-90 days	44.00%	
\$1,500.00	\$1,650.00	STD	\$2,400.00	\$1,200.00	\$4,600.00	\$6,950.00	STD	\$1,375.00	N/A	\$2,350.00	\$4,900.00	\$2,600.00	60-90 days	44.00%	
\$1,500.00	\$1,650.00	STD	\$2,400.00	\$1,200.00	\$4,600.00	\$6,950.00	STD	\$1,375.00	\$400.00	\$2,350.00	\$4,900.00	\$2,600.00	60-90 days	44.00%	
\$1,355.00	\$1,520.00	\$1,810.00	\$2,670.00	\$1,430.00	\$1,740.00	\$6,080.00	STD	\$1,600.00	\$1,260.00	\$2,200.00	\$3,490.00	\$2,600.00	60-90 days	As Requested	
\$1,325.00	\$1,490.00	\$2,355.00	\$3,540.00	\$1,430.00	\$1,695.00	\$7,450.00	STD	\$1,600.00	\$720.00	\$1,985.00	\$2,540.00	STD	60-90 days	As Requested	
\$1,202.00	\$1,470.00	STD	\$3,578.00	\$1,174.00	\$3,057.00	\$7,880.00	STD	N/A	N/A	\$1,806.00	\$6,827.00	\$1,630.00	30-240 days	0.00%	
\$1,484.00	\$1,738.00	\$1,815.00	\$4,075.00	\$1,040.00	\$3,495.00	\$5,950.00	\$482.00	\$839.00	N/A	\$1,915.00	\$5,745.00	\$2,750.00	90 days	0.00%	
\$1,484.00	\$1,738.00	\$1,529.00	\$4,075.00	\$940.00	\$3,345.00	\$5,950.00	\$482.00	\$860.00	N/A	\$1,915.00	\$5,745.00	\$2,564.00	90 days	0.00%	
\$1,484.00	\$1,738.00	\$1,529.00	\$3,358.00	\$940.00	\$3,345.00	\$5,950.00	\$482.00	\$542.00	N/A	\$1,915.00	\$5,745.00	\$2,529.00	90 days	0.00%	
\$1,500.00	\$1,800.00	STD	\$3,550.00	\$900.00	\$3,800.00	\$7,500.00	STD	\$1,500.00	NA	\$2,100.00	\$7,400.00	\$1,700.00	120 days	0.00%	
\$1,355.00	\$1,520.00	\$1,810.00	\$2,670.00	\$1,430.00	\$1,740.00	\$6,080.00	STD	\$800.00	\$1,260.00	\$2,200.00	\$3,490.00	\$2,600.00	60-90 days	As Requested	
\$1,325.00	\$1,490.00	\$2,355.00	\$3,540.00	N/A	\$1,695.00	\$7,450.00	STD	\$890.00	\$720.00	\$1,985.00	\$2,540.00	STD	30-45 days	As Requested	
\$2.00	\$1,625.00	Included	\$4,489.00	\$1,625.00	\$3,100.00	\$6,350.00	\$500.00	\$1,290.00	\$390.00	\$1,895.00	\$5,195.00	\$2,325.00	120 days	0.00%	
\$2.00	\$1,625.00	Included	\$4,489.00	\$1,625.00	\$3,100.00	\$6,350.00	\$500.00	\$1,290.00	\$390.00	\$2,530.00	\$5,195.00	\$2,325.00	120 days	0.00%	
\$2.00	\$1,625.00	Included	\$4,489.00	\$1,625.00	\$3,100.00	\$6,350.00	\$500.00	\$1,575.00	\$390.00	\$2,530.00	\$5,195.00	\$2,325.00	120 days	0.00%	

Attachment: 2-18-16 Bids for Backhoe (2797 : Common 2 Backhoe Bid)

INTERGOVERNMENTAL COOPERATIVE AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of February, 2016, between **Christian County Emergency Services**, a countywide emergency services district established in accordance with Section 190.339, RSMo (hereinafter "CCES") and **Christian County**, Missouri, by and through its County Commission, a county of the first class (hereinafter "County").

WHEREAS, Section 70.220, RSMo (2000) authorizes governments to cooperate with one another in various matters; and

WHEREAS, the CCES has agreed to construct, maintain, and operate a tower for radio and communication purposes on the terms set forth in this Agreement; and

WHEREAS, the County has agreed to provide space for the tower at the Eastern Road District location at 8700 St. Hwy 14, Sparta and the Western Road District location at 1211 Westside Blvd, Nixa, and

WHEREAS, this Intergovernmental Cooperative Agreement is entered into to memorialize the agreement between the parties pertaining to the subject matter hereof.

NOW, THEREFORE, the parties do hereby mutually covenant and agree as follows:

1. CCES agrees that it will purchase, construct and maintain a radio and communications tower in accordance with the specifications set forth on Exhibit A attached hereto. This will include a small service building at the base of the tower for equipment for the tower. This work shall be performed at the sole cost and expense of CCES, and completed within six months from the date of execution of this Agreement.

- a. CCES will provide and extend electrical service to the tower and provide for separate metering for the cost of electrical service to the tower. CCES will pay all monthly electrical service charges, unless otherwise agreed between the parties.
- b. CCES will, at its cost, relocate the County Road District radio frequencies, and, if necessary, any radio or communications equipment, to the new tower sites and provide any necessary programming of Road District equipment.
- c. CCES will be responsible for obtaining all governmental approvals required for the construction and operation of the tower, including approval by the Federal Communications Commission.
- d. CCES will continuously insure the tower property by maintaining commercial and general liability insurance coverage up to the applicable sovereign immunity damage caps set forth in Section 537.610 RSMo., and pay all premiums required to maintain such insurance continuously in force. CCES will also list the County as an additional insured and provide certificates of insurance to the County. CCES and the County will each be responsible for insuring their respective radio and communications equipment located on the tower.

2. The County agrees to execute and deliver to CCES a permanent easement for the tower site at the Eastern and Western Road District locations, including an easement for access to the tower sites from the nearest adjacent public streets, and to provide temporary construction easements in order to provide sufficient space and area for construction and maintenance of the tower. CCES agrees to repair, fill and seed any areas where land disturbance or excavation occurs in connection with the construction and maintenance of the tower. This Agreement is contingent on the parties reaching mutual agreement on the terms and conditions for the permanent easement, and the location of the land to be subject to the easement, and if the parties fail to reach such agreement then this Agreement shall be null, void and of no further force or effect.

3. The parties agree that CCES shall be solely responsible for operating and maintaining the tower. The County agrees that it will not construct, or allow construction of, any other towers, radio communications installations, or other improvements that interfere with the use of the tower for communications purposes by CCES.

4. Lessee's Duties on Termination:

- a. Surrender of Easement: Upon CCES cessation of all use of the tower for radio and communications purposes for twelve (12) continuous months, CCES shall relinquish and release the permanent easement for said tower sites on County's real property and CCES's rights with respect to possession and use of the easement shall terminate.
- b. Removal of Tower, Structures and Equipment: Within ninety (90) days after the relinquishment of the easement, CCES shall (1) submit plans and a schedule for removal of the tower, structures and equipment and, (2) obtain County's approval of such plans and schedule, which shall not be unreasonably withheld. On receiving such approval, CCES shall remove the tower, structures and equipment and restore the County's Premises in accordance with such plans and schedule. If CCES fails to do any of the foregoing, then County may take all actions necessary to remove the tower, structures, and equipment, and all costs of those actions shall be due and payable by CCES upon invoice being issued by the County Commission.

5. Indemnity: CCES shall indemnify, defend, and hold harmless County, its officers, elected officials, agents, and employees, from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of the granting of this easement to CCES caused by the negligent or wrongful acts or omissions of CCES, its agents, employees, and contractors. This indemnification agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CCES under workers' compensation acts, disability benefit acts, or other employee benefits acts.

6. This Agreement is entered into by CCES and the County in order to allow CCES to provide efficient and effective planning of a 911 system as authorized by Section 190.339.1, RSMo.

7. This Agreement is entered into by the County in order to provide for more effective and efficient 911 system, for improved County communications, and for the benefit of the County as authorized by Section 49.270, RSMo.

8. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation of either party's rights or defenses with regard to each party's applicable sovereign, governmental or official immunities and protections as provided by state or federal law.

9. This Agreement contains the entire agreement of the parties. No modification, amendment, cancellation or waiver of any provisions of this Agreement shall be effective unless it is in writing and it signed by a representative authorized by CCES and the County.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CHRISTIAN COUNTY EMERGENCY SERVICES

By: *Darren J. White*
Darren J. White Board President

CHRISTIAN COUNTY, MISSOURI

By: *Ray Weter*
Ray Weter, Presiding Commissioner

By: *Sue Ann Childers*
Sue Ann Childers, Eastern District Commissioner

Attachment: 2016 Tower IGA- E-911 (2798 : IGA Building of Radio Towers Common 1 and Common 2)

By: Bill Barnett
Bill Barnett, Western District Commissioner

APPROVED AS TO FORM:
John W. Housley
John W. Housley, County Counselor

ATTEST:

By: Kay Brown
Kay Brown, County Clerk

Attachment: 2016 Tower IGA- E-911 (2798 : IGA Building of Radio Towers Common 1 and Common 2)



2222 EAST KEARNEY STREET, SPRINGFIELD, MO 65803
FABICK - SPRINGFIELD 417-866-6651

Date Out: 02/16/2016 Tue 12:44 PM
Est. Date In: 03/15/2016 Tue 12:44 PM
Delivery Date: 02/16/2016 Tue 07:00 AM

Bill to: **CHRISTIAN COUNTY COMMISSION**
ATTN KAY BROWN
100 W CHURCH ST RM 206
OZARK MO 65721-6901

Jobsite: **D6N**
Contact: **ADAM**
Phone: **417-839-0079**
OLDFIELD
OLDFIELD MO,

Customer: **2145500 TC2**
Signed By:
Order By: **ADAM**

Written By: **ALAN BLACK**
Sales Rep: **ALAN BLACK**
PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	
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Rental Items

1.	D6N DOZER ID:DJY00425 SERIAL:0DJY00425 MODEL:D6N LG HRS OUT: 5127.0		\$845	\$2,534	\$7,600	7, 0
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OUR EQUIPMENT IS SHIPPED FULL OF FUEL UNLESS OTHERWISE COMMUNICATED. FUEL USED AND NOT REPLACED WILL BE INVOICED AT \$5.95/GALLON.

CLEANING FEE OF \$75 PER HOUR ON UNITS RETURNED EXCESSIVELY DIRTY

TERMS AND CONDITIONS TO THE EXTENT APPLICABLE, THE CONTRACTOR AND SUBCONTRACTOR SHALL ABIDE BY THE REQUIREMENTS OF 41 CFR 60 -1.4(A), 60-300.5(A) AND 60-741.5 (A). THESE REGULATIONS PROHIBIT DISCRIMINATION AGAINST QUALIFIED INDIVIDUALS BASED ON THEIR STATUS AS PROTECTED VETERANS OR INDIVIDUALS WITH DISABILITIES, AND PROHIBIT DISCRIMINATION AGAINST ALL INDIVIDUALS BASED ON THEIR RACE, COLOR, RELIGION, SEX OR NATINAL ORIGIN. MOREOVER, THESE REGULATIONS REQUIRE THAT COVERED PRIME CONTRACTORS AND SUBCONTRACTORS TAKE AFFIRMATIVE ACTION TO EMPLOY AND ADVANCE IN EMPLOYMENT INDIVIDUALS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, PROTECTED VETERAN STATUS OR DISABILITY.

CUSTOMER MUST ACQUIRE CALL OFF CONFIRMATION NUMBER IN ORDER TO STOP BILLING.

Miscellaneous Items

Attachment: Dozer Rental Bids -C1 (2799 : Emergency Procurement Equipment Rental)

FABICK RENTS



Rental Quote Quote Q04887

2.10.a

2222 EAST KEARNEY STREET, SPRINGFIELD, MO 65803
FABICK - SPRINGFIELD 417-866-6651

Date Out: 02/16/2016 Tue 12:44 PM
Est. Date In: 03/15/2016 Tue 12:44 PM
Delivery Date:

Bill to: CHRISTIAN COUNTY COMMISSION
ATTN KAY BROWN
100 W CHURCH ST RM 206
OZARK MO 65721-6901

Jobsite: D6N
Contact: ADAM
Phone: 417-839-0079
OLDFIELD
OLDFIELD MO,

Customer: 2145500 TC2
Signed By:
Order By: ADAM

Written By: ALAN BLACK
Sales Rep: ALAN BLACK
PO #:

QTY	DESCRIPTION	DAY	WEEK	4WEEK	
Miscellaneous Items					
1	DELIVERY CHARGES			285.00 each	.00
1	PICKUP CHARGES			285.00 each	.00
				Total:	8,100

QUOTE

Attachment: Dozer Rental Bids -C1 (2799 : Emergency Procurement Equipment Rental)

The undersigned warrants having the authority to sign for Lessee-Customer.

Customer agrees to all costs of hauling said equipment from Lessor's place of business and to return same to Lessor at end of agreed upon rental period. Customer agrees to have the rented equipment insured against all causes of physical damage and to provide public liability insurance while equipment is in its possession. Customer agrees to return equipment in same condition as received, including serviceable tires, less normal wear and tear. Customer is responsible for returning machine clean of all toxic or hazardous material. Customer is responsible for replacing missing or worn parts, if applicable, including but not limited to cutting edges and bucket teeth, ripper teeth. Customer holds Lessor harmless from any and all responsibility for causes beyond its control, including but not limited to acts of GOD, fire, weather conditions, labor disputes, delays of shipment, and vandalism. In no event shall Lessor be responsible nor shall the Customer or others be entitled to damages for loss of use of equipment, productivity, or any other consequential damages. In the event Customer defaults under the terms and conditions of the agreement, the Lessor is entitled to 18% per annum interest, attorneys' fees and court costs. Maximum usage: A one day rental is based upon 8 hours maximum use within a 24 hour period. A one week rental is based upon 40 hours maximum use within a 7 day period, and a one month rental is based upon 160 hours maximum use in a 4 week period. Additional hours will be charged at overtime rates.

Insurance is the responsibility of the Customer and is required at the time of shipment.
TERMS: The supplying of the above described Equipment is subject to the terms and conditions set forth on the front and reverse sides hereof.

Lessee-Customer Signature

Lessor-Company Signature

Packet Pg. 29

TERMS AND CONDITIONS OF RENTAL

1. Subject to the terms and conditions of this Agreement, Lessor Company ("Company") rents to Lessee Customer ("Customer") and Customer rents from Company, the property described on the cover page of this Agreement [the "Equipment"]
2. The responsibilities and rights created herein shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns. The words "Customer" and "Lessee" as used herein shall be construed to include singular and plural, individuals and entities, heirs and successors, and assigns to the extent authorized by Company.
3. This Agreement does not convey any right or option to purchase the Equipment. If Customer desires to purchase the Equipment, Customer acknowledges that trade-ins are not accepted as part of a lease conversion.
4. This document constitutes the entire lease between the parties. NO supplier or agent of Company is authorized to bind Company, whether orally or in writing, to any additional or different terms or to waive, explain, or modify any provision hereof, and any modification subsequent to this Agreement must be in writing and signed by an authorized agent of the Company.
5. Customer's receipt and possession of Equipment constitutes Customer's acknowledgement that it has inspected the Equipment and accepts the Equipment in good condition, working order and repair, as adequate, sufficient and proper for the purposes for which it is intended; unless Customer notifies Company to the contrary in writing within 3 days of Customer's receipt of the Equipment. Customer's use of the Equipment constitutes a full and complete acceptance of the Terms and Conditions of this Agreement. If Customer receives any of the Equipment from a carrier in damaged condition, or with any part missing, Customer will obtain from the carrier a written acknowledgement of same and promptly provide to Company.
6. Customer agrees to inspect and maintain all coupling mechanisms and safety chains before leaving the Company's premises or moving the Equipment.
7. Customer shall use the Equipment only for the purposes for which it is intended. Customer warrants that: a) it and its appropriate personnel will read and comply with all the safety instructions, b) it received and reviewed the Operator's Manual for the Equipment and understands the proper and safe operation and intended use of and maintenance requirements for the Equipment, c) no person shall use or operate the Equipment if the operating instructions and/or safety/warning labels are missing, damaged, or in any way obscured, d) its operators have been properly trained and if applicable, licensed in the safe and proper operation and intended use of the Equipment, e) it will insure that all fluid levels [water, oil, etc.] are properly maintained and that tires are inflated to recommended pressures at all times, and shall pay all expenses of operation.
8. Customer agrees that the Equipment shall be used and operated only by persons competent in its operation. If in doubt about proper operation or maintenance, Customer acknowledges its responsibility to determine proper procedures prior to operation.
9. Company shall not be liable to Customer for any damage or injury occasioned by the operation, possession, or use of the Equipment, nor for any failure of the Equipment to operate, or for any delay occasioned thereby.
10. Customer shall not, without prior written consent remove the Equipment from its agreed location, or part with possession or control of Equipment.
11. Customer is responsible for any damage, including but not limited to paint over spray, to the Equipment during the term of the lease and until possession is returned to Company, except for reasonable wear and tear. Cleaning charges will apply if the Equipment is returned in dirty or unacceptable condition to Company, or with chemical damage to paint.
12. Customer acknowledges that repair and replacement of tires are not included in the rental rate and agrees to pay for repair or replacement of any tires returned in a damaged condition, regardless of cause of the damage. Customer shall have the sole responsibility for any and all repairs, maintenance and replacement. Customer is responsible for daily service of equipment if in its possession for longer than one day, including but not limited to greasing, checking fluid levels, inspecting air filter, and all other servicing recommended by manufacturer. Customer is responsible at the proper intervals for oil changes and filter replacements.
13. Customer agrees to indemnify Company, its directors, officers, agents, and employees from and against all claims, actions, losses, damages, expenses and penalties [including costs and attorneys' fees] arising from any claims, or action on account of personal injury, disability, or death, or damage to property of any character whatsoever, whether belonging to Company, Customer, or to another, occasioned by the use, operation, possession, handling or transportation of the Equipment during the term of the lease and while the Equipment is in Customer's possession or control, and Customer shall provide liability insurance at Customer's expense, in form satisfactory to Company.
14. Customer shall be responsible for carrying comprehensive general liability with limits not less than \$1,000,000 for each occurrence, and \$2,000,000 in the aggregate, including products and completed operations, and covering all losses and damages to the Equipment. Such coverage shall name the Company as an additional insured covering all losses and damages to the Equipment while in Customer's possession or control. Such coverage shall be endorsed to provide coverage on a direct and primary basis over other valid and collectible insurance. Customer will provide Company with certificate of insurance evidencing the current coverage in types and amounts and from companies' satisfactory to Company. Customer hereby assigns to Company all proceeds from such insurance, conveys a equitable lien in said proceeds and directs any insurer directly to pay such proceeds to Company and authorizes Company to endorse drafts and checks for such proceeds. LDW: At the option and expense of Customer, a Loss Damage Waiver [LDW] may be purchased from Company providing certain property damage coverage to the Equipment, subject to policy deductible, limitations, and exclusions.
15. During the term of this lease, and until possession of the Equipment is returned to Company, Customer shall in addition to the rent, promptly pay all taxes, expenses, assessments or other government charges levied or assessed upon the interest of the Customer in the Equipment or upon the use, rental or operation thereof or on the earnings thereof, and as additional rent shall promptly pay or reimburse Company for all taxes, assessments or other charges [including fees for titling and registration of the equipment, if required] levied or assessed against and paid by the Company on account of its ownership of the Equipment or any part thereof, or the use of operation thereof, or the leasing thereof to Customer, or the rent herein provided, or the earnings arising therefrom, excluding, however, any taxes based upon net income, gross receipts, or gross income of Company.
16. Customer shall pay all expenses including court costs and attorney's fees incurred by Company in exercising or attempting to exercise its rights, powers, and remedies under this lease, by law or equitable injury, property damage, breach of warranty, or otherwise, in Court, as well as in any appellate proceedings, or any administrative proceedings.
17. Customer shall pay any charges for work or inspection required by any labor union. Company may, at its option, refuse to deliver, remove or repair the Equipment in time of strike or in violation of any union or governmental rule affecting the Equipment or other event beyond Company's control. Company reserves the right to remove the Equipment from any location when, in its opinion the Equipment is at risk of being damaged, destroyed, or otherwise lost.
18. Title in the Equipment shall at all times remain with Company unless transferred to the Customer through separate sale documentation. Customer shall keep the Equipment free from any and all lien security interests and other claims, and shall do or permit no act or thing whereby Company's title or rights may be encumbered, clouded, or impaired and shall protect and defend at its own cost and expense Company's ownership thereof against all contrary or adverse claims. Customer agrees to immediately in writing notify Company and to take all necessary steps to protect the Equipment against said claim. Upon request, Customer shall furnish Company with a property owner's release which shall permit Company to remove the Equipment from its location if in Company's opinion the Equipment is at risk of being exposed to hazard. If Company locates a buyer for the Equipment, Company may terminate this lease on 7 days notice, or at its option provide Customer with comparable substituted equipment.
19. Customer grants permission to inspect the Equipment at all reasonable times, regardless of location. Such inspection shall not relieve Customer of any obligation hereunder, nor shall such inspection be deemed acceptance of condition or return of possession.
20. Payment: Accepted forms of payment include MasterCard, Visa, Discover/Novus, American Express, Cash, Certified Check, CAT Access or Personal Check. Open Account customer terms are net 30 days. Time, and the Terms and Conditions hereof, are expressly declared to be of the essence of this lease. The acceptance of any payment after the same is due or the failure of the Company in any one or more instances to pursue any remedy hereunder upon default by the Customer of any obligation, shall not constitute a waiver of any term or condition of this lease and shall not prevent Company from exercising its legal remedy. If for any reason, payments are not made as herein specified, said payments shall bear interest at eighteen percent (18%) per annum, but in no event more than the highest interest rate allowed by law, from the date due until paid. Acceptance of a partial payment shall not waive Company's right to terminate this lease.
21. Customer shall be in default of this lease if it [a] shall default in the performance of any term or condition hereof, [b] attempts to remove, sell, transfer, encumber, sublet, part with possession of the Equipment or any part thereof, [c] is determined by Company, in its sole judgment and discretion, that it deems itself or the Equipment insecure. In the event of default, Company shall have the option, but not the obligation, to [1] take possession of the Equipment, with or without notice or legal process, and its agents shall have the right to enter into any premise of or under the control of Customer or any agent of Customer where the Equipment may or Company believes it to be and repossess all or any part of the Equipment, disconnecting and separating the Equipment from any property, and Customer hereby expressly waiving all claims for injury or damage suffered or caused by such repossession. Customer shall be liable for the balance of rent due plus all costs of retaking, repossession, and releasing of the Equipment, and any repairs or maintenance caused or occasioned by the repossession or surrender of the Equipment, and/or termination of this lease. The provisions of this paragraph shall be without prejudice to Company's right to recover in full for unpaid rent that accrued prior to taking possession of the Equipment and for rent due for remaining term of lease. In the event of default under this lease, Company at its option, may enforce this lease by appropriate legal proceedings including specific performance, as well as any other remedy provided herein or by law.
22. Company makes no warranty or representation, either expressed or implied, as to the fitness, quality, design, condition, capacity, suitability, warranties or representations beyond the face hereof, and the risks are to be borne by the Customer at its sole cost and expense. Customer waives any and all claims whatsoever against the Company based thereon including but not limited to any and all claims for loss of anticipated profits or consequential damages. No oral agreement, promise, condition, representation, or warranty shall be binding to vary the terms hereof.
23. No term of this Agreement shall inure to the benefit of any third party.
24. Company shall not be liable to Customer, its affiliates or any third party for any damages in excess of amount actually paid by Customer to Company hereafter or for any special, consequential, exemplary, punitive, or incidental damages including lost or anticipated revenues or profits arising from any claim relating to the Agreement. Customer's sole remedy for any failure or defect in the Equipment shall be the termination of the rent charges at the time of failure provided the Equipment is returned to the Company within twenty-four [24] hours. Customer acknowledges and agrees that such remedy shall not be deemed or alleged by Customer to have failed of its essential purpose or either law or in equity.
25. The invalidity in whole or in part of any provision or condition of this lease shall not affect the validity of the other provisions or conditions. Each of the rights and remedies reserved to Company in the lease shall be cumulative in addition to any other and further remedies provided in law or in equity.
26. This Agreement and all Exhibits attached hereto and incorporated herein by this reference contain the entire agreement between the parties with respect to the subject matter and supersede any previous understanding or agreements whether written or oral with the exception of any credit agreement between the Company and the Customer. No item and conditions contained in any document issued subsequent to this Agreement shall apply. Additionally the Company's act in delivering Equipment to Customer or any other similar act by company shall not be deemed an acceptance of any terms and conditions other than those set forth in this Agreement.
27. Customer agrees to execute and deliver such other documents and to take all such actions as the Company, its successors assigns or other legal representatives may reasonably request to effect the terms of this Agreement.
28. All notices shall be written, delivered in person by telecopy or by first-class mail, postage prepaid to the other party at its address on the front of this Agreement or to such other address as may be specified to the other party by written notice.
29. Customer acknowledges that it shall be charged a per item per invoice environmental fee for the handling and disposal of waste oil and other fluids used in connection with the operation and or cleaning of the equipment.
30. It is agreed that a day's rental period comprises 8 hours. Minimum charge shall be one full day. A week's rental period comprises seven consecutive days [40 hours]. Days in excess of one week are charged at the daily rate. A month's rental period comprises 4 consecutive weeks [160 hours]. Days in excess of one month are billed at the daily rate. Weeks in excess of one month are billed at the weekly rate.
31. Any use or operation of Equipment in excess of either 8 hours or a single shift in one day, 40 hours in any one week, or 160 hours in any period of four consecutive weeks is considered overtime use. For overtime use, Customer agrees to pay "Overtime Rent," which is an hourly prorated rate per the rental agreement period. The minimum rent shall be payable in all events for the entire term and until the Equipment is returned to Company without regard to the time during which Equipment may have been used or operated.
32. Transportation of Equipment is not included in the rental rates. Company may have equipment delivered or picked up by a common carrier. Company will prepay and bill the Customer net charges plus prepaid handling fee. All freight and switching charges, demurrage, transportation charges, loading and unloading charges, both ways, are to be paid by Customer.
33. This Lease shall be governed and construed in accordance with the laws of the State of Company's principal place of business. Customer agrees to said jurisdiction or venue and WAIVES ALL RIGHT TO TRIAL BY JURY. THE COMPANY DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

035745/072422-3175822.2

WICHITA, KS 67213
930 S West St
316.943.4246 • 800.283.4246
FAX 316.943.3903

GARDEN CITY, KS 67846
3830 W Jones
620.277.2290 • 800.475.2290
FAX 620.277.2356

TOPEKA, KS 66609
1750 SW 41st St
785.266.9509 • 800.864.4509
FAX 785.266.9406

SPRINGFIELD, MO 65803
2060 NW Bypass
417.831.2651 • 800.864.7995
FAX 417.831.5097

REMIT TO: P.O. BOX 848019, Dallas, TX 75284-8019

Rental or Sales Agreement **2.10.a**

Order Date February 16, 2016

You may respond via Email or fax:
dtaylor@berrytractor.com
FAX # 316-943-3903
CONTACT SALESMAN TO TAKE OFF RENT

Subject to the terms and conditions of this Order and the Terms contained on the next page, the following customer ("Customer") purchases/rents from Berry Tractor and Equipment Co. ("BT") the following described Equipment to be delivered on or about
 FOB: _____ Shipped From: _____

INVOICE TO: **CHRISTIAN COUNTY ROAD & BRIDGE** SHIP TO / JOB LOCATION: **OILFIELD, MO**
 (BUYER OR LESSEE)

Street Address: **100 West Church St., Room 100** EASTERN COUNTY SIDE

City and State **Ozark, MO 65721** SHIP VIA: **BUMGRANER TRUCKING** Collect
 Prepaid

Cust. Ph# **417-839-0079** Cust. PO# _____

Check out our web site: www.berrytractor.com

RENTAL FINANCE PAYMENT

MFG.	MODEL	DESCRIPTION	SERIAL NUMBER	EQUIPMENT #	PRICE
KOMATSU	D61EX	DOZER	B45958	1022196	
Comment: RENT FOR ONE MONTH \$7,000 POSSIBLY LONGER. WEEKLY RATE \$2,333 AND DAILY RATE \$777 FRT IS \$325 DELIVERED AND \$325 FOR PICKUP					
One month rental is based on 28 days					
Freight charges billed to customer at \$4.25 per mile, minimum of \$250 each way unless a alternative freight agreement is written on this agreement.					
A \$5.00 per gallon fuel charge is applicable if unit is returned with less than a full tank					
Customer responsible for daily fluid checks, scheduled maintenance, and wear items					
					PRICE
					LIEN FREE TRADE IN
					NET DIFFERENCE
					PHYSICAL DAMAGE WAIVER
					DELIVERY / FREIGHT
					\$650.
					FEDERAL EXCISE TAX (TRAILERS)
					COMBINED TAXES
					DEPOSIT
					UCC-1 / DOCUMENTATION FEE
					TOTAL

RENT / PURCHASE OPTION

-RENT TO START ON _____ AT THE RATE OF **\$7,000.00**

PER: DAY WEEK MONTH OR FIXED RATE

-PURCHASE OPTION YES NO

-PURCHASE OPTION PRICE \$ _____ PLUS SALES TAX

WITH A RENTAL PURCHASE IN PLACE FROM THE BEGINNING OF THE CONTRACT, 100% OF RENTAL PAYMENTS CAN BE APPLIED TO THE PURCHASE PRICE, NOT TO EXCEED 6 MONTHS MAXIMUM. **6% ANNUAL INTEREST RATE IS CHARGED ON THE DECLINING UNPAID BALANCE OF THE PURCHASE PRICE. All maint/repair expenses are added to sales price at payoff.

FINANCING REQUEST		PAYMENT
TERM _____	INT RATE _____	<input type="checkbox"/> NET ON DELIVERY
PAYMENT FREQUENCY _____		<input type="checkbox"/> NET UPON RECEIPT OF INVOICE
PAYMENT TO START _____		
AMOUNT OF DOWN PAYMENT _____		INTEREST WILL BE CHARGED ON PAST DUE ACCOUNTS AT THE HIGHEST LAWFUL RATE 1 TO EXCEED 1.8% PER MONTH.

Limited Physical Damage Waiver (PDW)

By your initials, you accept the terms of the PDW described in paragraph 7 on the reverse side and payment of the PDW Fee set forth above.

INITIAL
X

WARRANTIES. BT SELLS OR RENTS THE EQUIPMENT "AS IS" AND MAKES NOT WARRANTIES, EITHER EXPRESSED OR IMPLIED CONCERNING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR INFRINGEMENT. CUSTOMER EXPRESSLY DISCLAIMS ANY RELIANCE ON OTHER STATEMENTS MADE BY BT OR ITS AGENTS.

Safety Clause (Customer must initial)

Customer acknowledges and agrees that (a) Customer has received all manufacturer's operation manuals pertaining to the Equipment, (b) Customer shall be solely responsible for the training of all competent operators in and the safe and legal operation of the Equipment within its specified performance capabilities, (c) BT has offered the Customer instruction in the proper use of the Equipment, (d) Customer, at its sole expense, will comply with all federal, state and local laws, regulations, and ordinances, relating to the use of the Equipment, including without limitation the regulations of the Occupational Safety and Health Administration.

INITIAL
X

LIMITATION OF LIABILITY. BT'S LIABILITY ON ANY CLAIM OF ANY KIND, WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL THEORY, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS AGREEMENT, OR FROM THE PERFORMANCE OF BREACH THEREOF, OR FROM THE SALE/RENTAL, DELIVERY, RESALE/RENTAL, OR REPAIR OF ANY GOODS COVERED BY OR FURNISHED UNDER THIS AGREEMENT SHALL IN NO CASE EXCEED THE TOTAL PURCHASE PRICE OR RENTAL CHARGES MADE TO BT ALLOCABLE TO THE EQUIPMENT WHICH GIVES RISE TO THE CLAIM. IN NO EVENT SHALL BT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS AND COST OF COVER.

Entire Agreement (Customer must initial)

This Agreement, including the terms on the reverse side, represent the entire understanding of the parties and this Agreement supersedes any prior agreements (oral or written) regarding the matters outlined herein. No term or provision of this Agreement may be amended, altered, waived, discharged, or terminated except by written instrument signed by authorized representatives of the parties hereto, and shall not be modified or interpreted by reference to any prior course of dealing, usage of trade, or course of performance.

INITIAL
X

THE LAWS OF SOME STATES DO NOT PERMIT CERTAIN LIMITATIONS ON WARRANTIES OR REMEDIES. IN THE EVENT SUCH A LAW APPLIES, THE FOREGOING EXCLUSIONS AND LIMITATIONS ARE AMENDED INsofar, AND ONLY INsofar, AS REQUIRED BY SAID LAWS.

I HAVE READ, UNDERSTAND, AND AGREE WITH ALL OF THESE TERMS AND THOSE CONTAINED ON THE REVERSE SIDE. CUSTOMER (purchaser or lessee):

BY _____ TITLE _____ DATE _____

ALL SALES ARE FINAL

SALESMAN: **BKB** TERR: **354** SALES DEPT: _____ CREDIT DEPT: _____

1. STD. MFG. WARRANTY	<input type="checkbox"/>	INITIAL	_____
2. NO WARRANTY EXPRESSED OR IMPLIED	<input type="checkbox"/>	INITIAL	_____
3. OTHER	<input type="checkbox"/>	INITIAL	_____

TERMS AND CONDITIONS

As used herein, "COMPANY" shall mean a Division of the Berry Companies. "Customer" shall mean the person purchasing or renting the Equipment as listed in the Order on the reverse side hereof, and Equipment shall mean the goods specified in the Order. (as modified below). All other capitalized items are as defined in the Order or below.

Article I. Sales The following terms shall apply if Customer is purchasing the Equipment from COMPANY:

- 1. Sale of Equipment and Delivery.** Subject to available inventory COMPANY shall sell and, Customer shall purchase the Equipment F.O.B. COMPANY's Location (as defined below) on the Delivery Date (as defined below), and all risk of loss shall pass to Customer upon Delivery (as defined below).
- 2. Price and Payment** Unless otherwise specified herein, payment in full of the full amount indicated in the Order shall be made to COMPANY on the date of Delivery, or if partial Delivery. The portion of such payment for the Equipment on the separate dates of Delivery.

Article II. Rentals The following terms shall apply if Customer is renting the Equipment from COMPANY:

- 3. Rental Term.** COMPANY agrees to rent and Customer agrees to hire the Equipment, which for purposes of this article of the Terms shall include all attachments, Replacements, parts, substitutions, additions, repairs, accessories, and accessories incorporated therein or affixed thereto (whether present upon Delivery or added thereafter by COMPANY or with COMPANY's prior written consent). The rental term (the "Term") begins at the earlier of (a) the Rental Start Date, or (b) the time of Delivery, and continues until the Equipment is returned to and properly received at COMPANY's Location, but in no case shall the Term be less than the minimum Rental Period if applicable.
- 4. Rental Charges & Payment.** Upon the proper return of the Equipment, COMPANY shall apportion the rental payment (rounding up to the next full rental day) by the actual time of rental less other fees and charges assessable hereunder as follows: the Term shall be separated into whole rental 28 day periods, then into partial rental 28 day periods, then into whole rental weeks, then into partial rental weeks, then into whole rental days, and the rent shall be calculated by multiplying such divisions by the applicable monthly, weekly and/or daily rental charge(s). For partial rental periods (28 day periods or weeks), the rent shall be calculated using the lower of (i) the full rental rate as if the Rental Period was not a partial Rental Period or (ii) the full rental rate of the next shortest Rental Period multiplied by the number of such full and partial rental periods in the partial Rental Period for which the rent is being calculated. Rent for partial rental periods shall not be prorated, and at a minimum, the full rent for the Minimum Rental Period shall be charged. In calculating the actual time of Rental of the Equipment, the parties agree to use either the actual time elapsed from the time when the Term begins or the hours of Equipment use as recorded on the hour meter provided on the Equipment, whichever method yields the highest rental. A rental day shall be 24 hours elapsed, 8 hours use; a rental week shall be seven-calendar days elapsed, 40 hours use; and a rental month shall be 28 days elapsed or 160 hours use. COMPANY reserves the right to assess additional rental charges if COMPANY's reasonable determination, the Equipment was used for more use hours than is allowed for the otherwise applicable time elapsed rental rate. COMPANY shall have the right, at its discretion, to inspect the Equipment during the Term to check the reading on an hour meter on the Equipment and for compliance with the terms of this Agreement.

5. Use of the Equipment. Customer agrees to use the Equipment only at the specified location, Customer agrees to comply with the terms of the Safety Clause set forth in the Order. Customer acknowledges that upon request COMPANY will offer to the Customer a training course in the proper use of the Equipment.

6. Indemnification. CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD COMPANY, ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OWNERS, INSURERS, AND THEIR SUCCESSORS AND ASSIGNS HARMLESS FROM AND AGAINST ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, CLAIMS, PENALTIES, INJURIES (BOTH AS TO BODY AND PROPERTY), INCLUDING CLAIMS ALLEGEDLY RESULTING FROM THE NEGLIGENCE OF COMPANY, AND ALL COSTS AND EXPENSES THEREOF (INCLUDING ATTORNEY'S FEES) IN ANY WAY RELATING TO OR ARISING OUT OF THE EQUIPMENT, IN WHATEVER MANNER, IN CONNECTION WITH ANY EVENT OCCURRING PRIOR TO THE PROPER RETURN OF THE EQUIPMENT.

7. Risk (1) Loss, Limited Physical Damage Waiver & Insurance. Upon Delivery Customer shall bear the entire risk of loss, damage, theft or destruction of the Equipment or any part thereof from any and every cause whatsoever, which shall occur prior to the proper return of the Equipment and no such loss, damage, theft, or destruction shall relieve Customer of its obligation to pay Rent or to comply with any other provision of this Agreement. As a condition precedent to COMPANY's obligations, unless Customer elects to pay to COMPANY the PDW Fee described below, Customer, at its expense shall carry and maintain and provide COMPANY an acceptable certificate of insurance, showing coverage on the Equipment during the Term, physical damage insurance providing "all risks" coverage for Equipment in an amount not less than the fair market value of the Equipment. Such insurance shall name COMPANY or its successor as loss payee or an additional insured. Such insurance shall include the insurer's obligation to give COMPANY prior written notice of any lapse, cancellation, or material change to the policy.

At Customer's election or if Customer does not provide COMPANY with acceptable certificate(s) of insurance as outlined herein, Customer shall be charged for the limited Physical Damage Waiver "PDW", and Customer will be charged the PDW Fee (which shall be a percentage indicated in the Order of the rent payable hereunder. Which may vary by the applicable rental period). If the Equipment is used in compliance with this Agreement and if COMPANY receives the PDW fee, WHICH IS NOT INSURANCE, then COMPANY agrees to waive, to the extent specified herein, Customer's responsibility for loss or damage to the Equipment (but not any other loss or damage, including damage to other property, real or personal or to person, which is Customer's sole responsibility) for any amount in excess of the larger of (a) \$250 per item of Equipment, except for loss due to theft; or (b) for the 25% of the fair market value of each of the Equipment, not to exceed \$1,000 per line. Notwithstanding the foregoing, customer will be liable for all loss or damage to the Equipment, up to the fair market value and expense of COMPANY, if such loss or damage results from or for damage to: (a) overloading, exceeding rated capacity, neglect, abuse, intentional misuse; (b) tires and tubes from blow out, bruises, cuts, flats, or other causes; (c) use of equipment in violation of the applicable manufacturer instruction manual; (d) equipment not returned for any reason for theft by persons not entrusted with the Equipment by Customer; (e) breaching any provision of this Agreement or the Agreements or of any applicable law, ordinance, or regulation; or (h) Customer's negligence, including failure to protect the Equipment as a prudent person would protect his or her own equipment.

Customer acknowledges that COMPANY does not provide any liability insurance and Customer shall be responsible for procuring liability insurance covering any loss or damages including but not limited to, accidents and negligent operation of the Equipment Customer and its insurers agrees to waive subrogation against COMPANY and its insurers in all policies of Customer's insurance. CUSTOMER ASSUMES ALL LIABILITY FOR THE OPERATION, USE AND TRANSPORTATION OF THE RENTED EQUIPMENT.

8. Maintenance Repairs, Condition upon Return. Customer at its sole expense, agrees to take reasonable care of the Equipment, and perform and provide all labor and materials for normal operation and maintenance as specified in the operation and maintenance manual at the designated periods or when indicated for the equipment, and rent shall not abate because of the need for such maintenance or material; Customer shall not remove alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment. All repairs or replacements made by Customer to the Equipment (or portion thereof) must be approved by COMPANY in advance and in all cases Customer must use new parts and accessories of the same or greater quality than those original to the Equipment. Customer agrees to return all Equipment to COMPANY's location during regular business hours, in the same good condition and repair as when delivered, subject only to reasonable wear and tear, and in accordance with COMPANY's reasonable check-in procedures. An additional charge to return the Equipment to its original condition may be assessed (e.g. cleaning, charges to bring fuel tank to full, etc.). Failure to return the Equipment as specified will result in additional rental charges and/or liability for damages to or loss of the Equipment.

9. Termination. Without limiting the other provisions contained herein, COMPANY and Customer may for any reason or for no reason, terminate this Agreement immediately upon notice, but such termination shall not be effective until after the later or the end of Minimum Rental Period or the proper return of the Equipment.

10. Default. Each of the following shall constitute an Event of Default hereunder: (a) Customer fails to make any payment of rent or other amount due to COMPANY when due; (b) Customer fails to return the Equipment to COMPANY after termination; (c) Customer fails to perform or observe any other terms, covenants, or conditions of this agreement; (d) Any representation or warranty made by Customer herein or other document provided or executed by Customer shall be false or misleading at any time in any material respect; (e) Customer's default in the performance or obligations under any other agreement now existing or hereafter made with COMPANY; (f) Customer ceases doing business as a going concern, transfers all or substantially all of its assets, becomes or is adjudicated insolvent or bankrupt making an assignment for the benefit of creditors, or Customer institutes any bankruptcy insolvency, reorganization, dissolution, liquidation, or similar proceedings; or (g) COMPANY deems itself insecure, Customer shall promptly notify COMPANY of the occurrence of any Event of Default.

11. Remedies. Upon the occurrence of any Event of Default COMPANY may with or without notice to Customer, exercise any remedy provided by law or equity or anyone or more of the following remedies, as COMPANY in its sole discretion shall elect and such remedies shall be cumulative: (a) Require Customer, at Customer's expense, to return any or all of the Equipment, or COMPANY, at its option, may enter onto Customer's premises and repossess and remove the Equipment or render the Equipment unusable without removal and COMPANY shall not be deemed to have committed a trespass by so doing; (b) Declare immediately due and payable all Rents and other amounts due or to become due; (c) Sell by public or private sale, release, hold, retain, or otherwise dispose or the Equipment in any manner COMPANY chooses: free and clear of any claims or rights of Customer and recover from Customer as damages as may be allowed under the Uniform Commercial Code; and (d) immediately terminate the Agreement upon notice, provided, however that the exercise of the foregoing remedies by COMPANY shall not constitute a termination of this Agreement (including Customer's obligation to pay rent) unless COMPANY so elects.

12. Ownership of Equipment, Assignment & Nature of Transaction. COMPANY retains all right and title to the Equipment. Customer, shall not sublease, assign, dispose, or relinquish possession or control of all or any part of this Agreement or the Equipment or any of its rights or obligations without the prior written consent of COMPANY. COMPANY may, without notice to Customer, assign or sell its interest in, grant a security interest in, or otherwise transfer in, whole or in part, this Agreement or any or all of the Equipment or any of its rights, interests, or obligations with respect thereto, to one or more persons. To the extent permitted by law, Customer shall not assert against any assignee any claim, defense, counterclaim, or set-off that Customer may at any time have against COMPANY. Customer agrees to defend COMPANY's title and keep the Equipment free of all liens, claims, and encumbrances. It is the intent of Customer and COMPANY that this Agreement is a true lease and not a sale or secured loan.

Article III. General Terms The following terms shall apply to the relationship between COMPANY and Customer, regardless of whether the Equipment is purchased or rented. Subject to the conditions set forth.

13. Delivery, Shipping, Acceptance. Customer shall pick up the Equipment COMPANY's business location specified in the Order ("COMPANY's Location") immediately upon notification that the Equipment is available at COMPANY's Location ("Delivery"). If COMPANY agrees in the Order to cause the Equipment to be shipped to Customer requests and authorizes COMPANY to store the Equipment itself or ship the Equipment to storage of COMPANY's choosing. Customer shall be responsible for and shall reimburse COMPANY for all storage-related charges, including insurance and shipping costs. COMPANY shall be authorized to make partial Delivery or shipments of the Equipment. Promptly after Delivery, Customer shall inspect the Equipment, and unless the actions of Customer otherwise indicate acceptance, the Equipment shall be deemed to be irrevocably accepted by Customer upon the earlier of (a) a reasonable time for inspection (not to exceed three (3) days after Delivery). Or (b) actual use of the Equipment by Customer. COMPANY reserves the right, at its sole discretion, to substitute the Equipment with other equipment of the same material functionality.

14. Limitation of Actions, Survival. No action shall be maintained by Customer against COMPANY unless written notice of all claim alleged to exist is delivered by Customer to COMPANY within thirty (30) days after the event complained of first becomes known to Customer, but in no case may any Customer maintain an action against COMPANY unless the same be brought within one (1) year after the cause of action shall accrue. The provisions on the front of this Agreement and Sections 5,6,7,8,9,10,11,12 and Article III shall survive the termination of this Agreement.

15. Binding Effect. This agreement shall inure to the benefit of and be binding upon each of the parties hereto and each of their respective heirs, administrators, executors, personal representatives and permitted successors and assigns. Except to the extent prohibited by law, no third party shall be beneficiary to any of the rights or obligations hereunder (including but not limited to, warranty obligations).

16. Force Majeure. Notwithstanding anything contained herein, COMPANY shall have no obligation or liability and shall not be considered in default hereunder for its failure due to (a) any cause not reasonably within the control of COMPANY including, but not limited to fire explosion, riot, acts of war or terror, acts of God, civil disturbances, floods, earthquakes, and casualties similar in nature to the foregoing, strikes, lock-out, and other labor disturbances, or (b) delays caused by shippers, vendors, or suppliers of COMPANY, or destruction or significant damage to the Equipment. Should events occur which would give rise to Customer's claim that COMPANY is in default hereunder, Customer shall first give COMPANY thirty (30) day's written notice of its claim during which time COMPANY may cure any claimed default and incur no liability therefore.

17. Taxes. Except for amounts attributable to COMPANY's net income, Customer shall be solely responsible for the amount of all federal, state and local taxes, duties, imposts, tariffs, or other similar levies arising out of or related to the performance of this Agreement. Customer indemnifies and holds COMPANY harmless from the payment of any such taxes, plus any penalties, interest, or costs connected with the imposition of the same.

18. Additional Remedies, Further Assurances. No failure or delay by COMPANY to exercise any right or remedy hereunder shall operate as a continuing waiver thereof. Additionally, Customer shall be liable for all damages, costs, expenses (including attorney's fees) incurred or to be incurred by COMPANY by reason of the occurrence of any breach or threatened breach of this Agreement, including and Event of Default, or the exercise of COMPANY's remedies thereto, and all incidental and consequential damages. Without limitation of its other remedies, should Customer fail to perform and obligation hereunder, COMPANY, in its sole option and without obligation, may perform or have performed such obligation on Customer's behalf, and Customer shall be liable for the costs thereof. In order to confirm COMPANY's interest in the Equipment. Customer agrees that this Agreement shall constitute a security agreement for the Equipment, and promptly upon request, Customer shall, at its expense, do any act and execute, acknowledge, deliver, file, register, record, and ratify all documents requested by COMPANY to perfect COMPANY's interest in the Equipment, including but not limited to, any financing statements. Customer hereby irrevocably appoints COMPANY its attorney in fact to do such acts and to execute and file all such documents on Customer's behalf, and which power is delegable by COMPANY, which such appointment and power shall be coupled with an interest.

19. Notices. All notices required or permitted under this Agreement shall be in writing and personally delivered or mailed, by certified mail, return receipt requested, and addressed to COMPANY at COMPANY's Location and to Customer in the following preference, the Shipping Location, the address where invoices are sent, any address of any of Customer's places of business, or where Customer may be served by legal process.

20. Choice of Law/Forum. This agreement shall be governed exclusively by the laws of the State of Kansas with regard to the rules governing conflicts of laws of the State of Kansas with regard to the rules governing conflicts of law. Any action arising out of or related to the Agreement shall be brought exclusively in a court sitting in Sedgewick County, Kansas; but, unless Customer is a "consumer" within the meaning of the Kansas Consumer Protection Act (KSA 50-623, et seq.) as may be in effect from time to time ("KCPA"). The provisions of the KCPA shall not apply to this Agreement or the parties hereto.

299.0004

Fwd: 750K rental Murphy Tractor

Fri 2/12/2016 12:11 PM

From: [Jason Parker](#)

To: aday@christiancountymo.gov



- > Adam, we are \$7000.00 a month on that size machine. \$300. Each way for freight.
- >
- >
- > I can do \$5900. A month on a 700K. Same freight.
- >
- > 700 is 31000 lbs
- > 750 is 38000 lbs
- >
- > Let me know if I can help.
- >
- > Thank you
- >
- > Jason Parker.
- >
- >
- > Sent from my iPhone

Jason Parker
Territory Sales Manager

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[<http://murphytractor.com/MurphyLogo.png>]

murphytractor.com

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