



BOARD OF ALDERMAN
SPECIAL SESSION AGENDA
THURSDAY, MARCH 31st, 2022 at 4:00 p.m.

MEETING WILL BE RECORDED AND POSTED ON FACEBOOK - CITY OF BOLIVAR, MISSOURI

ROLL CALL
PLEDGE OF ALLEGIANCE
MOTION TO ADOPT AGENDA

1. Bill No. 2022-22: An Ordinance Authorizing an Agreement with Fouts Bros., Inc for Purchase of Fire Department Apparatus.

2. Ballfield Lights

I, Christopher D. Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Special Meeting of the Bolivar Board of Aldermen on **Thursday, March 31st, 2022, at 4:00 p.m.** for the purpose of transacting any lawful business that might be brought before said Council concerning:


Paula Henderson, City Clerk




Christopher D. Warwick, Mayor

Posted: 3:20 PM 3/30/2022

IF UNABLE TO ACCESS FACEBOOK ACCOUNT, PLEASE CONTACT CITY CLERK FOR ADDITIONAL OPTIONS

#wherelibertyflows

If you have a need for special accommodations,
Please contact the City Clerk's office 24 hours prior to the meeting.

ORDINANCE COVER SHEET

Bill No. 2022-22

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FOUTS BROS.,
INC. FOR PURCHASE OF FIRE DEPARTMENT APPARATUS.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____ :

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE AUTHORIZING AN AGREEMENT WITH FOUTS BROS.,
INC. FOR PURCHASE OF FIRE DEPARTMENT APPARATUS.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City is hereby authorized to enter into an agreement with Fouts Bros., Inc., for the purchase of Fire Department Apparatus; with such contract pricing and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2022; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

CONTRACT SALES AGREEMENT

(Standard Agreement)

7. PRICE. Purchaser agrees to pay for the apparatus described herein the total sum of:

(Enter written dollar amount)

Dollars (\$ _____)

In the event of significant delay or price increase of material occurring during the performance of the contract through no fault of the seller, the contract sum, time of performance and contract requirements shall be equitably adjusted by change order in accordance with the procedures of the contract documents.

State and local sales taxes, if any, are not included in the purchase price. The purchase price herein is based upon all applicable state and federal manufacturing law, regulations, orders, mandates and standards in effect as of the date of this Agreement (hereinafter "Standards") such as, for example, the Standards mandated by the National Fire Protection Association, tentative interim amendments to the National Fire Protection Association Standard, and the Environmental Protection Agency. The purchase price shall be subject to increase due to any state or federal Standards that are adopted, issued or mandated following the date of this Agreement that require the apparatus(es) described above to be manufactured and/or delivered in compliance with such Standard(s).

8. PAYMENT. The purchase price shall be paid in the following manner:

_____ The Apparatus shall be paid for in full upon final inspection and acceptance by the purchaser

_____ All checks must be made payable to FOUTS BROS. INC., only and delivered to Seller at its offices in Milledgeville, Georgia. Under no circumstances shall payment be made to a dealer or anyone else as Seller's agent. FOUTS BROS. INC. is the only authorized payee. Any representation that payment is to be made to any other party is absolutely unauthorized.

The department plans to fund the truck via one of the following ways:

☐ The department will issue a check from their own funds.

☐ The department is financing the truck through a lender.

Lender Name _____

Lender Contact _____

Lender Phone _____

Lender Email _____

WIRE FRAUD ALERT. E-mail accounts are being targeted by hackers in an attempt to initiate fraudulent wire requests. If you receive an e-mail from this office requesting that you wire or otherwise transfer funds, you must confirm the request and any corresponding instructions by telephone with this office before you initiate any transfer.

9. SELLER'S REPRESENTATIONS. All representations made and/or actions taken by a dealer or agent either before or after execution of this Agreement are not binding on the Seller. This Agreement in order to be effective and binding upon Seller must be signed and accepted by an authorized officer of Seller. The effective date of this Agreement will be the date it is signed and accepted by the Seller.

10. PURCHASER'S REPRESENTATIONS. Purchaser is _____
(Fire Department, Fire District, Municipality, Borough, Etc.)

and has the power and authority to enter into this Agreement and perform its obligations hereunder; this Agreement has been duly authorized, executed and delivered by Purchaser and is the valid, enforceable and binding obligation of Purchaser; and Purchaser represents that there are no warranties, agreements or understandings, written or oral, which in any manner alter, abridge or conflict with the terms of this Agreement. Purchaser represents that the individuals listed below have authority to sign all documents including but not limited to, all change orders on behalf of Purchaser.

Purchaser warrants the accuracy of the information in this Agreement (including, but not necessarily limited to, Purchaser's name, Purchaser's location, Purchaser's assumed names, Purchaser's places of business, and the location at which apparatus will be stationed).

11. DELAY ON PERFORMANCE. Seller's Performance under this Agreement is subject to delays resulting from strike, insurrection, war, accidents, fires, floods, commandeering of plant or other demands of governmental authority, delays in transportation, or materials, delays in receipt of information when clarifications are requested, and all other causes beyond the control of Seller.

12. TESTING. In the event Purchaser wishes to test the apparatus, such test shall be made within ten (10) days after arrival of the apparatus at its destination. A written report of any and all tests shall be promptly forwarded to Seller. If Purchaser fails to test within this time limit and/or fails to forward test results to Seller, the apparatus shall be considered as fully complying with contract specifications as described in paragraph 3.

13. TITLE. All apparatus shall remain the property of Seller until the purchase price is paid in full. In the event of default in payment, Seller may take full possession of all apparatus sold hereunder and any payments that have been made shall be forfeited and/or considered as rental for the use of the apparatus up to date of taking possession. Seller will furnish Purchaser a clear title or MSO 14 days or before, after delivery.

Enter the legal name that should appear on the Title or MSO:

(Department Legal Name)

(Street Address)

(City, State and Zip)

14. DELIVERY. The following delivery provisions are applicable:



Delivery of the unit IS NOT included.



Delivery of the unit IS included.

15. MISCELLANEOUS. The following miscellaneous provisions shall apply to this Sales Agreement:

15.1 Entire Agreement. This Contract Sales Agreement, the proposal, and all related documents, including, but not necessarily limited to bid awards, specifications, purchase orders, change orders, acknowledgments, and invoices attached hereto sets forth the entire agreement between the parties and there are no promises, agreements, conditions or understandings, either oral or written between them that are other than as herein set forth. Except as herein otherwise provided, no subject alteration, amendment, change or addition to this Agreement shall be binding upon either Seller or Purchaser unless reduced to writing and signed by them. "This Agreement" shall mean this Contract Sales Agreement and all related documents.

15.2 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia and as if jointly drafted by the parties. Venue for all litigation between the parties shall be Georgia. This provision shall survive termination of this Agreement.

15.3 Severability. If any term, covenant or condition of this Agreement, or any application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or application of such term, covenant or condition to persons or circumstances other than those as to which it is held as invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.4 Benefit. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Except with the written consent of the other party hereto, no person shall take any action which will allow any right hereunder to be assigned or held by any other person.

IN WITNESS WHEREOF, this Contract Sales Agreement has been duly executed by the parties hereto on the date set forth opposite their name.

To be completed by Fouts Bros. Salesman

Mailing Address of Purchaser: _____

Fire Chief or Primary Contact:

Printed Name: _____ Title:

Business Telephone Number: _____

Business Email Address: _____

Secondary Contact:

Printed Name: _____ Title:

Business Telephone Number: _____

Business Email Address: _____

To be completed by Purchasing Entity

Signature: _____ Title: _____

Printed Name: Date: _____

Signature: _____ Title: _____

Printed Name: Date: _____

Attests: _____ Date: _____

To be completed by Fouts Bros. Inc.

Signature: _____ Date of Acceptance: _____

Fouts Bros. Inc.

Fouts Bros Inc.
138 Roberson Mill Road
Milledgeville, Georgia 31061

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