







**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins	<u>absent</u>
Council Member District 2, Gene F. Barbagallo	<u>yes</u>
Council Member District 3, Lori Arons	<u>yes</u>
Council Member District 4, Charles Groeteke	<u>yes</u>
Council Member District 5, Scott Seek	<u>yes</u>
Council Member District 6, Daniel Stallman	<u>absent</u>
Council Member District 7, Bob Tullock	<u>yes</u>

THE ABOVE BILL ON THIS 11 DAY OF March, 2024:

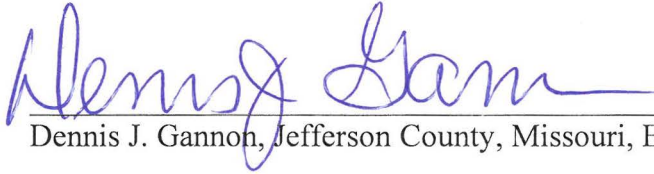
**PASSED**       **FAILED**

  
\_\_\_\_\_  
Charles Groeteke, County Council Chair

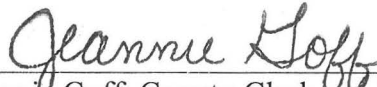

  
\_\_\_\_\_  
Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 13 DAY OF March, 2024.

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

  
\_\_\_\_\_  
Dennis J. Gannon, Jefferson County, Missouri, Executive

ATTEST:

  
\_\_\_\_\_  
Jeannie Goff, County Clerk 

First Reading: 03-11-2024





**PURCHASER NAME AND ADDRESS (First Signer)**

NAME(First, Middle, Last)  
JEFFERSON COUNTY HIGHWAY

STREET or RR  
PO BOX 100

CITY STATE ZIP CODE COUNTY  
HILLSBORO MO 63050 Jefferson

PHONE NUMBER EMAIL ADDRESS

REWARDS #

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**PURCHASER NAME AND ADDRESS (Second Signer)**

NAME(First, Middle, Last)

STREET or RR

CITY STATE ZIP CODE COUNTY

PHONE NUMBER EMAIL ADDRESS

REWARDS #

**DEALER NAME AND ADDRESS**

DEALER NAME Dealer Account #  
McCoy Construction Forestry 176619

STREET or RR  
200 Erb Industrial Drive

CITY STATE ZIP CODE Phone Number  
Fenton MO 63026 636-349-0200

Date Of Order:  
Sep 05, 2023

Dealer Order No.: TYPE OF SALE:  
 CASH  LEASE  TIME SALE

PURCHASER TYPE: MARKET USE CODE:  
4 Use County 49 Highways & Streets

Add Purchaser to Mailing List (Check One or More)  
 Construction  CCE  Utility  Forestry  Government

PURCHASER IS: Purchaser Acct.:  
 Business  Individual

SOCIAL SECURITY  IRS TAX ID NO  EIN  
NO.:

EXTENDED WARRANTY IS:  Accept  Decline LOCATION OF FIRST WORKING USE : Use State/Province COUNTY CODE  
 (Initials) Use County JEFFERSON MO 99

Ultimate Uptime Package Purchase:  Yes  No (Initials)

QTY	NEW	DEM	RENT	UNIT	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	x				JOHN DEERE 410 P-Tier Backhoe Loader			\$ 179,400 00
1	x				AT434236 Rubber Bumper for Grille Frame			\$ 0 00
1	x				AT408903 Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher			\$ 0 00
1					CPLR Wain-Roy Swinger Coupler			\$ 0 00
1					BKT 24 Inch Wain-Roy Bucket			\$ 0 00
1					BKT 48 Inch Wain-Roy Bucket			\$ 0 00
1					WRRNTY 60 Month/4000 Hour Comprehensive Warranty			\$ 0 00
1					WRRNTY 84 Month/5000 Hour Powertrain and Hydraulic Warranty			\$ 0 00
1	x				JOHN DEERE 410 P-Tier Backhoe Loader			\$ 178,300 00
1	x				AT434236 Rubber Bumper for Grille Frame			\$ 0 00
1	x				AT408903 Mounting kit for multi-purpose (ABC) Dry Chemical Fire Extinguisher			\$ 0 00
1					CPLR Wain-Roy Swinger Coupler			\$ 0 00
1					BKT 24 Inch Wain-Roy Bucket			\$ 0 00
1					BKT 48 Inch Wain-Roy Bucket			\$ 0 00
1					WRRNTY 60 Month/4000 Hour Comprehensive Warranty			\$ 0 00
1					WRRNTY 84 Month/5000 Hour Powertrain and Hydraulic Warranty			\$ 0 00
<b>(1) TOTAL CASH PRICE</b>								<b>\$ 357,700 00</b>

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2018 JOHN DEERE 410L LOADER BACKHOE	2850	1T0410LXTJF337673	\$ 61,000 00
1	2018 JOHN DEERE 410L LOADER BACKHOE	2700	1T0410LXCJF337607	\$ 61,000 00



QTY	TRADE-IN (Model, Size, Description )	Hours of Use	PIN or Serial Number	AMOUNT	
1	2001 CATERPILLAR 430-D	8350	CAT0430DCBML01139	\$ 10,000 00	
<b>COMMENTS:</b>				(2) TOTAL TRADE-IN ALLOWANCE	\$ 132,000 00
Machines priced using MoDot contract number 22-004432.				(3) TOTAL TRADE-IN PAY-OFF	\$ 0 00
5 Year/4,000 Hour Comprehensive Warranty.				(4) BALANCE	\$ 225,700 00
7 Years/5,000 Hour Powertrain and Hydraulic Warranty.				(6) EST. SERVICE AGREEMENT TAXES	\$ 0 00
5 Years/4,000 hour buy back of \$60,000.				(6) SUBTOTAL	\$ 225,700 00
				(7) RENTAL APPLIED	\$ 0 00
				(8) CASH WITH ORDER	\$ 0 00
				(9) BALANCE DUE (6-(7 & 8))	\$ 225,700 00

**ACKNOWLEDGMENTS:** Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

**USE OF INFORMATION/PRIVACY NOTICE (U.S.):**

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

**IMPORTANT WARRANTY NOTICE:** The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

**TELEMATICS:**

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version  (Initials) and understands its terms and conditions.

Purchaser (First Signer)	JEFFERSON COUNTY HIGHWAY	Signature	_____	Date	_____
Purchaser (Second Signer)		Signature	_____	Date	_____
Dealer Representative	McCoy Construction Forestry	Signature	_____	Date	_____
Salesperson	WELKER,DEREK J	Signature	_____	Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input type="checkbox"/>	Purchaser Signature	_____
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7/25/23, 4:10 PM

Discount Request: 23-004639 (MISSOURI DEPARTMENT OF TRANSPORTATION/BLANKE 1)

Request(Deal) Name: 23-004639 (23-004639)  
Bid Target: 15AUG2023 Expires: 13NOV2023  
Sales Rep: KEVIN SMYSER  
Status: Creation

Discount Program: BLANKET AGREEMENT  
End Use: HIGHWAY/ROAD CONSTRUCTION  
To Be Used:   
Orig. Submission: 19JUL2023

All Currency Amount listed below are in US Dollars

Dealer - Martin Equipment of Illinois (178798)

Customer- MISSOURI DEPARTMENT OF TRANSPORTATION

Products - Total Qty: 60 Total MDP/CDP: 10,407,628.00 Total Customer Price: 10,628,100.00

Year	Category	Model	MDP/CDP (unit)	Customer Price (unit)	Qty
2023	Backhoe Loaders	310 P	119,464.00	124,800.00	5
2023	Backhoe Loaders	320 P	127,262.00	131,600.00	14
2023	Backhoe Loaders	410 P	145,668.00	153,600.00	14
2023	4WD Loaders	444 P	187,536.00	190,400.00	8
2023	4WD Loaders	524 P	211,782.00	209,000.00	6
2023	4WD Loaders	544 P	228,084.00	225,800.00	8
2023	4WD Loaders	624 P	254,046.00	254,900.00	3
2023	4WD Loaders	644 P	315,749.00	331,500.00	2



I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

  
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**County Auditor**