## **FILED**

MAR 1 3 2024

BILL NO.: 24-0310

JEANNIE GOFE ROINANCE NO.: 24-0156

INTRODUCED BY: COUNCIL MEMBER (s) \_\_\_\_\_\_

1	AN ORDINANCE AUTHORIZING THE OFFICE OF THE JEFFERSON
2	COUNTY, MISSOURI, DEPARTMENT OF PUBLIC WORKS TO PURCHASE
3	TWO (2) 2023 JOHN DEERE 410P BACKHOES UNDER THE MISSOURI
4	DEPARTMENT OF TRANSPORTATION (MODOT) WITH MCCOY
5	CONSTRUCTION & FORESTRY; AND THE AUTHORIZATION FOR THE
6	COUNTY EXECUTIVE TO EXECUTE ANY NECESSARY AGREEMENTS OR
7	CONTRACTS TO EFFECTUATE THE PURCHASE.
8	WHEREAS, Jefferson County, Missouri, (hereafter, the "County") through the
9	Department of Public Works desires to purchase two (2) 2023 John Deere 410P Backhoes
10	from Missouri Department of Transportation (MoDOT); and
11	WHEREAS, the Department of Public Works will trade in two (2) 2018 John
12	Deere 410L Backhoes, and one (1) 2001 Caterpillar 430D Loader; and
13	WHEREAS, Jefferson County, Missouri, (hereafter, the "County") through the
14	Department of Public Works recommends the purchase of two (2) 2023 John Deere 410P
15	Backhoes under the Missouri Department of Transportation (MoDOT) contract 23-004639
16	with McCoy Construction & Forestry for the following terms and conditions as authorized
17	by the County:
18	PURCHASE EQUIPMENT
19	Two (2) 2023 John Deere 410P Backhoes

1	AWARDED BIDDER
2	McCoy Construction & Forestry
3	MoDOT 23-004639
4	PURCHASE COST
5	\$357,700.00 for Two (2) 2023 John Deere 410P Backhoes
6	Subtract from this Amount:
7	\$122,000.00For trade in of two 2018 John Deere 410L Backhoes
8	and One (1) 2001 Caterpillar 430D Loader
9	For a total amount of \$235,700.00
10	WHEREAS, the Jefferson County, Missouri, Council finds it is in the best interests
11	of the County to purchase the equipment, two (2) 2023 John Deere 410P Backhoes for the
12	Department of Public Works under the Missouri Department of Transportation MoDOT
13	23-004639 with MCCoy Construction & Forestry for a purchase amount not to exceed
14	\$235,700.00 for two (2) 2023 John Deere 410P Backhoes subject to budgetary limitations;
15	and,
16	WHEREAS, an unexecuted copy of the purchase is incorporated herein by
17	reference and attached as Exhibit A.
18	NOW, THEREFORE, BE IT ENACTED BY THE JEFFERSON COUNTY,
19	MISSOURI, COUNCIL, AS FOLLOWS:
20	Section 1. The County awards the following bids and proposals which are
21	incorporated by this reference as if fully set out herein, to all the vendors bidding for each
22	respective item or service as follows:

1	PURCHASE EQUIPMENT
2	Two (2) 2023 John Deere 410P Backhoes
3	<u>TERM</u>
4	Date of approval through the expiration date of the contract
5	<u>AMOUNT</u>
6	Total amount of \$235,700.00 (when trade in is considered)
7	and subject to budgetary limitations
8	AWARDED BIDDER
9	McCoy Construction & Forestry
10	Section 2. The Jefferson County, Missouri, Council hereby authorizes the
11	County Executive to execute the purchase of the Two (2) John Deere 410P Backhoes.
12	an unexecuted copy of which is incorporated herein by reference and attached as Exhibit
13	A. The County Executive is further authorized to take any and all actions necessary to
14	carry out the intent of this Ordinance.
15	Section 3. Copies of all Invitations for Bid, Requests for Proposals, responses
16	thereto, and any contracts or agreements shall be maintained by the Department of the
17	County Clerk consistent with the rules and procedures for the maintenance and retention
18	of records as promulgated by the Secretary of State.
19	Section 4. This Ordinance shall be in full force and effect from and after its
20	date of approval. If any part of this Ordinance is invalid for any reason, such invalidity
21	shall not affect the remainder of this Ordinance.

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

Council Member District 1, Brian Haskins	abcent
Council Member District 2, Gene F. Barbagallo	yeo
Council Member District 3, Lori Arons	yes _
Council Member District 4, Charles Groeteke	yes
Council Member District 5, Scott Seek	yes
Council Member District 6, Daniel Stallman	absent
Council Member District 7, Bob Tullock	yb

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 DAY OF
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 JBlankenship

First Reading: 03-11-2024

Customer Purchase Agreement/Commitment to Lease for PA#

John Deere Construction, Utility and Forestry

Products and Compact Construction Equipment - US ("Purchase Agreement")

PA Revision#

09915681 Original

Customer Name: JEFFERSON COUNTY HIGHWAY

1 24	-0156						9	EXHIBIT
PURCHASER NA	WE AND ADDRESS (First Signer	7)	DEALER	NAME AND	ADDRESS		14-69	
NAME(First, Midd	lo Loat)		DEALER N		Forestry	Dealer 176619	Account 1	H
JEFFERSON COL			STREET or	RR		L	ENG	
STREET or RR			200 Erb Inc	dustrial Dri	ive		1	SIGNATURE SIGNATURE
PO BOX 100			CITY	STA	TE ZIP C	ODE Pho	ne Number	
CITY	STATE ZIP CODE CO	LINITY	Fenton	MO	63026		-349-0200	
HILLSBORO		ferson	Date Of Ord	der:		L	<del>/////////////////////////////////////</del>	
		1013011	Sep 05, 202	27.00				
PHONE NUMBER	EMAIL ADDRESS		Dealer Orde		TYPE	OF SALE:		
			Dealer Orde	SI INO				
REWARDS#					◯ CA	SH LE	ASE TIMES	ALE
			PURCHASE	R TYPE:		MARKET L	ISE CODE:	
	ME AND ADDRESS (Second Sign	ner)	4 Use	County		49 High	ways & Streets	
NAME(First, Middl	e, Last)		Add Purcha	aser to Ma	iling List (C			
			Construc	-		ity Fore		ent l
STREET or RR			PURCHASE		Lange	rchaser Acc		le it
						a Gridger Adi	ot	į
CITY	STATE ZIP CODE COL	YTAL	Business		fividual		F******	
				SECURITY	IRS TA	X ID NO	EIN	
PHONE NUMBER	EMAIL ADDRESS		NO.:				***************************************	
REWARDS #		h						
L	······································							
EXTENDED WAR	RANTY IS: Accept Decline	LOCATION OF FIR	ST WORKIN	GUSE :	Use State/	Province C	OUNTY CODE	7
				0 002.				
	(Initials)	Use County JEFF	ERSON		МО	99	)	
Ultimate Uptime P	ackage Purchase:	Yes V	· [	***************************************	(Initials)			
							T	
QTY W USWD	EQUIPMENT (Mode	el, Size, Description)		Hours of Use	PIN or Seria	al Number	Delivered Cash	Price
	OHN DEERE 410 P-Tier Backhoe	Loader			·		\$ 179,400	100
1 X	AT434236 Rubber Bumper for C				····		\$0	
1 x	AT408903 Mounting kit for multi-		Chemical			***************************************	\$0	<del>  </del>
	Fire Extinguisher							
1	CPLR Wain-Roy Swinger Couple	er			······································		\$0	
1	BKT 24 Inch Wain-Roy Bucket						\$0	-
1	BKT 48 Inch Wain-Roy Bucket	^					\$0	+
1	WRRNTY 60 Month/4000 Hour ( WRRNTY 84 Month/5000 Hour I						1	00
1	Warranty	OWEILIANI AND FIYO	raulic				\$0	00
	OHN DEERE 410 P-Tier Backhoe						\$ 178,300	
1 X	AT434236 Rubber Bumper for G	Frille Frame					\$ 0	00
1 X	AT408903 Mounting kit for multi-	-purpose (ABC) Dry	Chemical				\$0	00
1	Fire Extinguisher CPLR Wain-Roy Swinger Couple	ar						00
1 1 1 1 1	BKT 24 Inch Wain-Roy Bucket	VI					\$0	
1 1 1 1 1	BKT 48 Inch Wain-Roy Bucket				***************************************			00
<del>-i            </del>	WRRNTY 60 Month/4000 Hour	Comprehensive Wa	rranty	-	······································			00
<del>- i                                    </del>	WRRNTY 84 Month/5000 Hour F							
	Warranty						\$ 0	00

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

(1) TOTAL CASH PRICE

\$ 357,700

00



### Customer Purchase Agreement/Commitment to Lease for PA#

John Deere Construction, Utility and Forestry Products and Compact Construction Equipment - US ("Purchase Agreement")

PA Revision#

(7) RENTAL APPLIED

(8) CASH WITH ORDER

(9) BALANCE DUE (6-(7 & 8)

09915681 Original

Customer Name: JEFFERSON COUNTY HIGHWAY

\$ 225,700 00

\$ 225,700 00

\$0 00

\$0 00

Quote ID: 29387895

5 Years/4,000 hour buy back of \$60,000.

QTY	TRADE-IN (Model, Size, Description )	Hours of Use	PIN or Serial Number	AMOUNT	
1	2001 CATERPILLAR 430-D	8350	CAT0430DCBML01139	\$ 10,000	00
COM	IMENTS:		(2) TOTAL TRADE-IN ALLOWANCE	\$ 132,000	00
Machi	ines priced using MoDot contract number 22-004432.		(3) TOTAL TRADE-IN PAY-OFF	\$0	00
			(4) BALANCE	\$ 225,700	00
	r/4,000 Hour Comprehensive Warranty.		(6) EST. SERVICE AGREEMENT TAXES	\$0	00
Yea	Years/5,000 Hour Powertrain and Hydraulic Warranty.		(6) SUBTOTAL	\$ 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.

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	acknowledg	es the Purchaser ha	s received a copy	of the Standard Warranty, Version		(Initials)
		and understands its	terms and condit	ions.	L	
Purchaser (First Signer)	JEFFERSO HIGHWAY	N COUNTY	Signature		Date	
Purchaser (Second Signer)			Signature		Date	
Dealer Representative	McCoy Cons	struction Forestry	Signature		Date	
Salesperson	WELKER, DE	EREKJ	Signature		Date	
DELIVERY ACKNOWLE	DGEMENT	Delivered with O	perator's Manua	Il On: Purchaser Signature		

Status:

Request(Deal) Name:

23-004639 (23-004639)

Bld Target: Sales Rep:

15AUG2023 Expires:

13NOV2023

Discount Program: End Use:

**BLANKET AGREEMENT** HIGHWAY/ROAD CONSTRUCTION

KEVIN SMYSER

Creation

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.

County Auditor