



RE: Resolution #2025-03 Authorizing equipment purchase through MO dot cooperative contract.

Background:

Staff is seeking authorization to purchase a new Back Hoe.

Analysis:

In the 2025 CIP and budget, the water department requested a new Backhoe for the RDE system, which was approved by the council for 2025. We plan to purchase it through the Modot cooperative contract we use time to time to purchase equipment. The unit we seek to purchase and receive in 2025

Recommendation:

Staff recommends passage of the resolution to allow this purchase.

MEMO SUBMITTED BY:

Jason Stutesmun | Water quality Superintendent

jstutesmun@nixa.com | 417-725-2353

RESOLUTION NO. 2025-03

1 **A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY**
2 **ADMINISTRATOR TO PURCHASE A NEW BACKHOE FOR USE WITH THE RDE**
3 **WATER SYSTEM.**

4
5 **WHEREAS** the Nixa City Code authorizes the City to participate in cooperative
6 purchasing arrangements provided that, when a cooperative purchase exceeds
7 \$10,000.00, the purchase must be submitted to City Council for approval; and

8
9 **WHEREAS** City Council desires to authorize the City Administrator to utilize a
10 Missouri Department of Transportation cooperative contract for the purchase of a new
11 backhoe for use with the RDE water system.

12
13 **NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF**
14 **NIXA, AS FOLLOWS, THAT:**

15
16 **SECTION 1:** The City Council hereby authorizes the City Administrator, or
17 designee, to purchase a backhoe, as described on "Resolution Exhibit A," which is
18 attached hereto and incorporated herein by this reference. The City Administrator and the
19 officers of the City are hereby authorized to do all things necessary or convenient to carry
20 out the terms and intent of this Resolution.

21
22 **SECTION2:** This Resolution shall be in full force and effect from and after its final
23 passage by the City Council and after its approval by the Mayor, subject to the provisions
24 of section 3.11(g) of the City Charter.

25
26
27 **ADOPTED BY THE COUNCIL THIS _____ DAY OF January 2025.**

28
29 ATTEST:

30
31 _____
32 PRESIDING OFFICER

31 _____
32 CITY CLERK

33
34
35 **APPROVED BY THE MAYOR THIS _____ DAY OF January 2025.**

36
37 ATTEST:

38
39 _____
40 MAYOR

39 _____
40 CITY CLERK

41
42 APPROVED AS TO FORM:

43
44 _____
45 CITY ATTORNEY



Missouri Locations

- Fenton - 2300 Cassens Dr. • Fenton, MO 63026
Phone: 636-343-9970/ Fax: 636-343-4811
- Cape Girardeau - 199 Airport Rd. • Cape Girardeau, MO 63702
Phone: 573-334-9937/ Fax: 573-334-1077

Illinois Locations

- Fairmont City - 921 N. 1st St. Fairmont City, IL. 62201
Phone: 618-397-9971/ Fax: 618-397-9947
- Springfield - 4375 Camp Butler Rd. • Springfield, IL 62707
Phone: 217-744-2233/ Fax: 217-744-0334
- Quincy - 2625 North 24th St. • Quincy, IL 62305
Phone: 217-222-5454/ Fax: 217-222-5650

Sales Order – General Information

Contact Name	Jason Stutesmun	Order Date	12/31/2024	Tag#	0	Customer PO#	0
Business Name	City of Nixa	Account #	0	Sales Representative	Kolten Buckner		
Purchaser's Address	707 W Center Circle	City	Nixa	State	MO	Zip	65714
Business Phone	-	email	0	County	Christian		

Purchase Equipment

#New	#Used	#Demo	EQ #	Serial # / Attachment	Cash Price, EA, Item
1				Case 580SN Pilot Control, Std. Hoe, 82" Front Bucket, 18" Rear Bkt	
				Cab, Heat/Air, Suspension Seat, Flip Over Stabilizer Pads	\$ 114,500.00

Trade-In Equipment

Year	Make, Model, Serial #, Hours	Trade Allowance

Purchaser hereby bargains, sells and conveys unto Seller above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrances, and security interests except to the extent shown.

- I. Trade Allowance \$ 88,500.00
- II. Less Amount Owed
To _____ \$ _____
- III. Net Trade Allowance (I-II) \$ 88,500.00
- IV. OTHER (Specify) _____ \$ _____
_____ \$ _____
- V. Trade Down Payment \$ 88,500.00

Equipment Subtotal	\$ 114,500.00
Transportation Expense	
Subtotal	\$ 114,500.00
Sales Tax (Rate _____)	Tax Exempt
Trade Down Payment	\$(88,500.00)
Other Fees	
Total Price	\$ 26,000.00
Cash Down Payment	
Cash Due on Delivery	

This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Terms & Conditions, which is incorporated into this Purchase Order by reference, and (2) that Seller retains a security interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

Warranty on Equipment

Warranty coverage on the equipment covered by this order, if any, has been explained to purchaser. The warranty coverage is outlined below and indicated by the box checked.

NEW CASE PRODUCT WARRANTY or qualified new Case warranty. If qualified, the period is _____ months
WARRANTIES PROVIDED BY THE SELLER ON NEW PRODUCTS SHALL BE GIVEN TO PURCHASER UNDER SEPARATE AGREEMENT, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED BY PURCHASER.

NEW - Other manufacturer's warranty.

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATION OR WARRANTIES, unless otherwise specified in writing below.

Notice to Purchaser

- 1 **Caution. Do not sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.**
- 2 **You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.**
- 3 **General Manager signature required for final acceptance of Purchase Order.**

ACCEPTED BY

PURCHASER'S	GENERAL MANAGER	DATE
SIGNATURE	_____	DATE

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

ADDITIONAL TERMS AND CONDITIONS
(Referred to on the Reverse Side Hereof)

1. When trade-in equipment is not to be delivered to the Seller until delivery of the equipment purchased by this order, the trade-in equipment may be reappraised at that time and such reappraisal value shall determine the allowance made for such trade-in equipment. When the reappraised value is less than the original trade-in allowance shown on this form, the purchaser may terminate this order; however, this right of termination must be exercised prior to delivery of the equipment by Seller and surrender of the trade-in equipment to Seller.
2. The prices which Purchaser will pay for the new equipment set forth on the reverse side hereof shall be based upon the Case dealer price in effect on date of delivery of the new equipment. In the event manufacturer's list price is changed prior to delivery, the purchase price shall be adjusted accordingly. If such price change results in an increase, purchaser has the option of canceling the order in writing immediately on being notified thereof.
3. The Seller shall be excused if delivery is delayed or rendered impossible by differences with workmen, strikes, work stoppages, car shortages, delays in transportation, inability to obtain labor or materials and also by any cause beyond the reasonable control of Seller, including but not restricted to acts of God, floods, fire, storms, acts of civil and military authorities, war and insurrections.
4. Purchaser shall keep the property free of all liens, taxes, encumbrances and seizure or levy, shall not use same illegally, shall not damage, abuse, misuse, abandon or lose said property, shall not part with possession thereof, whether voluntarily or involuntarily or transfer any interest therein or remove same out of the county or filing district in which Purchaser resides as indicated herein without the prior written consent of Seller, shall keep said property insured in such amounts and with such insurer as may be acceptable to Seller with any loss payable to Seller as his interest in the property may appear.
5. Time is of the essence of this contract and if purchaser fails to comply with any of the terms and conditions hereof or defaults in the payment of any installment hereunder or under any renewal or renewals hereof, or in the payment of interest or defaults in the payment of any installment due under any other indebtedness of contract held by the Seller or Assignee, or if proceedings are instituted against Purchaser under any bankruptcy or insolvency law or Purchaser makes an assignment for the benefit of creditors or if for any reason the Seller deems himself insecure and so declares all payments heretofore made by Purchaser shall be retained by the seller and all indebtedness hereunder shall become immediately due and payable, with or without notice, together with all expenses of collection by suit or otherwise, including reasonable attorney fees and Seller may, without notice or demand, take possession of the equipment set forth on the reverse hereof, or any additions to, replacements of, or any proceeds from said equipment or may render the property unusable or Seller may require Purchaser to assemble the property and make it available at a place designated by Seller. Seller may resell the retaken property at public or private Sale in accordance with the Uniform Commercial Code or applicable state or provincial law. After deducting reasonable expenses for retaking, repairing, holding, preparing for sale, other selling expenses including attorney fees and legal expenses, the remaining proceeds of Sale shall be credited upon the amount of indebtedness remaining unpaid hereunder, and Purchaser agrees to pay any deficiency upon demand by Seller, any surplus, however, shall be paid to Purchaser. Said retaking or repossession shall not be deemed rescission of the contract. Seller may exercise any other rights and remedies provided by applicable law.
6. No waivers or modifications hereof shall be valid unless written upon or attached to this contract. Waiver or condonation of any breach or default hereunder shall not constitute a waiver of any other or subsequent breach or default. Payments received by Seller are to be applied first to delinquent interest and then to principal.
7. The remedies provided for herein are not exclusive and any action to enforce payment shall not waive or affect any of the holder's rights to have recourse to the property. The transfer of this contract shall operate to pass a security interest in the property as security for the payment hereof.
8. Any provision of this contract prohibited by the laws of any state, the United States, any province of Canada, shall be ineffective to the extent of such prohibition without invalidating the remaining portions of the contract.
9. Each maker, endorser, guarantor and surety hereon severally waives presentment, demand protest, and notice of non-payment and all defenses of want of diligence in collection and bringing suit. This contract shall be binding upon and shall insure to the benefit of the parties hereto and their respective heirs, personal representative, successors, and signs.
10. Buyer authorizes Seller to insert the Serial and/or model numbers of the goods set forth on the reverse side hereof for the purposes of identifying said goods. The seller may correct patent errors herein.