IN THE COUNTY COURT OF BAXTER COUNTY, ARKANSAS

IN THE MATTER OF THE REMOVAL OF COUNTY PROPERTY FROM THE BAXTER COUNTY INVENTORY

COURT ORDER NO. 2025 - 29

NOW, on this 8th day of April 2025, a day on which this Court deems to be in session, comes on for consideration the removal of the following county-owned property from the Baxter County Inventory:

Asset#	<u>Description</u>
#3973	2013 CAT Grader 12M2 Vin #F9M00289

The reason for the removal of said property from the Baxter County Road and Bridge Department inventory is that the above-referenced vehicles are no longer being utilized due to high engine hours and was traded to CAT Riggs in Little Rock, Arkansas towards a 2024 Caterpillar on March 18, 2025 for \$74,000.00

IT IS THEREFORE the order of this Court that authorization be given to the IT Manager to remove the above-described property from the Baxter County Road and Bridge Department Inventory.

Baxter County Judge

C202500031
FILED FOR RECORD ORDER COUNTY
BY: LISA PEMBERTON
04-08-2025 02:55:29 PM

CANDA REESE BAXTER CO, AR CIRCUIT CLERK March 18, 2025

Baxter County Judge's Office 1 East 7th Street, Suite 303 Mountain Home, AR 72653

Re: Removal of Inventory

The Baxter County Road & Bridge Department requests the following equipment to be removed from inventory. We will be removing due to high engine hours. We will be trading in this piece of equipment for credit towards another grader to CAT Riggs in Little Rock, Arkansas.

Please remove the following from inventory.

Year: 2013

Make/Model: CAT Grader 12M2

Asset ID: 3973 VIN: F9M00289 Unit NO: 2-3973

Thank you,

Superintendent

Baxter County Road and Bridge

UNIT NO.: 2-3973 VIN: F9M00289 2013 YEAR: ASSET ID: 3973 MAKE: CAT MODEL: 12M2 DATE WO NO. MECHANIC MILEAGE **STATUS** 02/11/2020 [18] GERALD PERRY*(19) JUSTIN COPPER*(14) VINNY 4,213 Α VANNENNY DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT MEMO: OIL/FILTER-INSERVICE/MIRRORS/TIRES 05/27/2020 215 (14) VINNY VANNENNY 4,412 Α DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT MEMO: CENTER SHIFT CYL 07/30/2020 305 [18] GERALD PERRY 4.618 Α DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT **FUEL FILTERS** MEMO: 08/24/2020 351 [18] GERALD PERRY 4,197 Α DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT MEMO: **CUTTING EDGES** 10/28/2020 470 (32) RUSTY ROSSEN 4,820 Α DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT MEMO: **OIL/FILTER** 11/30/2020 (14) VINNY VANNENNY 492 4,870 DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT **CUTTING EDGES** MEMO: 12/14/2020 505 (32) RUSTY ROSSEN 4,906 DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT мемо: **HYDFILTER** 01/27/2021 [17] JEFF SCHEIDEGGER 5,076 Α DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT SIDE GLASS MTN HOME GLASS MEMO: 02/17/2021 (20) TY ROSSON 4,974 DEPT: ROAD AND BRIDGE HEAVY EQUIPMENT MEMO: **CUTTING EDGES**

Instrument# C202500031 Page 3 of 9

MEMO:	CUTTING EDGES				
02/20/2021	125 (22) BUCTY DOCCEN	4.072			
03/30/2021	135 (32) RUSTY ROSSEN	4,973	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
MEMO:	SEAT COMPRESSOR	-			
03/30/2021	139 (19) JUSTIN COPPER	5,062	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
MEMO:	CUTTING EDGE				
04/27/2021	160 (32) RUSTY ROSSEN	5,062	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
МЕМО:	PRESSURE SWITCH				
05/10/2021	209 [17] JEFF SCHEIDEGGER	5	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
MEMO:	GLASS FROM MTN HOME GLASS				
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05/24/2021	235 (32) RUSTY ROSSEN	5,103	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
MEMO:	HYDFILTER				
06/24/2021	288 (32) RUSTY ROSSEN	5,134	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
МЕМО:	INJECTORS/REGEN FAN				
09/27/2021	426 (32) RUSTY ROSSEN	5,188	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
МЕМО:	STEERING VALVE				
10/28/2021	457 (26) BRAD THURSTON	5,231			
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT	0,201	^		
MEMO:	FUEL FILTER				
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11/09/2021	490 (14) VINNY VANNENNY	5,255	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
MEMO:	CUTTING EDGES				
12/28/2021	537 (32) RUSTY ROSSEN	5,322	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT				
MEMO:	OIL/FILTER				
05/17/2022	153 (14) VINNY VANNENNY	5,540	Α		
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT	•			

DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	CUTTING EDGES		
09/29/2022	364 (14) VINNY VANNENNY	5,682	A
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	LIFT YOKE REPAIR		
03/23/2023	106 (14) VINNY VANNENNY	5,820	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT	0,020	,
MEMO:	OIL/FILTER		
			······································
06/29/2023	(,	5,918	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	CUTTING EDGES		
09/21/2023	349 (52) NICK THOMPSON*(26) JOSEPH RICHARDSON	6,037	· A
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
МЕМО:	TIRES		
09/21/2023	364 (16) DONALD BLACKWELL*(14) VINNY VANNENNY	6,019	A
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
МЕМО:	TIRES		
10/12/2023	387 (26) JOSEPH RICHARDSON	6,087	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT	0,007	,,
мемо:	CUTTING EDGES		
11/20/2022	AFO (4.4) VININ VANABIFENDA	0.404	
11/30/2023	458 (14) VINNY VANNENNY	6,121	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	DIP STICK	· ·	
11/30/2023	464 (26) JOSEPH RICHARDSON	6,120	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	OILFILTER		
02/13/2024	33 [17] JEFF SCHEIDEGGER	6,232	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	DOOR GLASS FROM CLEA RESULTS		
02/14/2024	34 (52) NICK THOMPSON	6,232	Α
DEPT:	ROAD AND BRIDGE HEAVY EQUIPMENT		
МЕМО:	UTTING EDGES		
02/14/2024	50 (26) JOSEPH RICHARDSON	6,216	Α
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Instrument# C202500031 Page 5 of 9

10,856 6,287	A A	
6,287	A	
6,287	A	
6,287	А	
6,346	Α	
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369	А	
6,423	Α	
6,425	А	
6,420	А	
ROAD AND BRIDGE HEAVY EQUIPMENT		
REPLACE ARD CONTROLER		
6,440	A	
6,487	Α	
6,504	Α	
0,001		
5,00 i		
3,00 1		
6,510		
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-	369 6,423 6,425 6,420	

Instrument# C202500031 Page 6 of 9

DEPT:	ROAD AND	ROAD AND BRIDGE HEAVY EQUIPMENT		
MEMO:	REPLACE	HYD HOSE AND STEERING CENTER LINK		
11/27/2024	539	(33) ZACK FRANK	6,594	A
DEPT:	ROAD AND	BRIDGE HEAVY EQUIPMENT		
МЕМО:	MAINTRE	PLACE CUTTING EDGES		
01/10/2025	36	(33) ZACK FRANK	6,653	Α
DEPT:	ROAD AND	BRIDGE HEAVY EQUIPMENT		
МЕМО:	REPLACE	DOOR SEAL		
01/11/2025	i 41	(33) ZACK FRANK	6,670	Α
DEPT:	ROAD AND	BRIDGE HEAVY EQUIPMENT		
МЕМО:	REPLACE	WATER SEP FILTER		
01/30/2025	61	(16) DONALD BLACKWELL*(15) CODY WILLER	6,694	Α
DEPT:	ROAD AND	BRIDGE HEAVY EQUIPMENT		,
мемо:	OIL/FILTE	R-CHANGE OIL AND FILTERS		
02/26/2025	95	(33) ZACK FRANK	6,703	Α
DEPT:	ROAD AND	BRIDGE HEAVY EQUIPMENT		
MEMO:	REPLACE	CUTTING EDGES		

*** END OF REPORT ***

Witness:

J. A. RIGGS TRACTOR COMPANY

PRODUCTS PURCHASE ORDER

Riggs CAT, 9125 Interstate 30, Little Rock, AR72203-1399 Phone: 501-570-3100 BAXTER COUNTY Buver <SAME> STREET ADDRESS 2017 HIGHWAY 5 S CITY/STATE MOUNTAIN HOME, COUNTY BAXTER D POSTAL CODE 72653-8318 PHONE NO. 870 425 2755 EQUIPMENT KEVIN LITTY CUSTOMER CONTACT: PRODUCT SUPPORT KEVIN LITTY CUSTOMER PO NUMBER Sales Tax Exemption # (if applicable) CUSTOMER 021700 NUMBER PAYMENT TERMS: Financial Services CSC CSC Lease First Installment Due Date Balance of Installments Due on the day of each month therafter, until the entire indebtedness has been paid. Cash With Order Finance Charges \$352,427.25 Balance To Finance 0.00 Time Balance Contract Interest Rate 0.00 Payment Period Payment Amount 0.00 Number Of Payments n DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED MAKE: CATERPILLAR MODEL: 150JOY17 YEAR: 2024 NEW 🔽 USED 🗍 STOCK NUMBER: EB41128 SERIAL NUMBER: 0EB401128 SMU: 7 150 15A MOTOR GRADER CAB, PLUS (STANDARD GLASS) 577-2897 385-9554 LIGHTS, ROADING, LED 550-6608 ROLL ON-ROLL OFF 0P-2265 SEAT BELT W/INDICATOR LIGHTS. WORKING. PLUS. LED 552-7285 394-1132 FUEL ANTIFREEZE, -25C (-13F) OP-3978 STARTER, ELEC, EXTREME DUTY 395-3547 HEADLIGHTS, FRONT, LOW, LED 553-2588 MIRRORS, OUTSIDE MOUNTED 233-3295 CAMERA, REAR VISION 396-3921 ENGINE, TIER IV 567-4688 GUARD GP, HITCH 323-6970 CAB, PLUS (INTERIOR) 397-7457 TIRES 17.5R25 MA MS202 ** MP 578-9458 421-8926 DRAIN, GRAVITY, ENGINE OIL 324-5328 SERIALIZED TECHNICAL MEDIA KIT CROSS SLOPE AUTO, TND 583-6976 MOLDBOARD, 14' BASIC 349-3047 DECALS, ENGLISH (U.S.) 442-9940 LIGHTS, LED STROBE BEACON 604-3258 WEATHER, STANDARD 353-3316 JOYSTICK CONTROLS, ADVANCED 458-8701 STORAGE PROTECTION OP-2918 ACCUMULATORS, BLADE LIFT 358-9338 PRODUCT LINK, CELLULAR PLE742 464-6442 RIPPER/SCARIFIER - 150RP1128 150RP-1128 MOUNTING, WARNING LIGHT 361-3137 COOLANT, 50/50, -35C (-31F) 469-8157 GUARD, TRANSMISSION CONTROL, AUTO ARTICULATION-DEMO 366-2459 483-2354 PUSH PLATE, COUNTERWEIGHT HD 367-6842 CIRCLE SAVER 521-3250 PRECLEANER, NON SY-KLONE 380-6774 LIGHTS, ARM, FOLD DOWN 536-9969 BASE + 1 (RIP) TANK, FUEL, STANDARD 540-2373 385-8094 GLOBAL ARRANGEMENT 385-9294 FAN, STANDARD, TND 542-4660 TRADE-IN EQUIPMENT SELL PRICE \$343,427.25 12M - CATERPILLAR (AA) MODEL: YEAR: SN.: F9M00289 PAYOUT TO: AMOUNT PAID BY: Customer EXT WARRANTY Included MODEL: YEAR: SN.: NET BALANCE DUE \$343,427.25 PAYOUT AMOUN" PAID BY: LESS GROSS TRADE ALLOWANCE (\$74.000.00) MODEL: YEAR: SN.: PAYOUT TO: AMOUNT PAID BY: AFTER TAX BALANCE \$269,427.25 MODEL: YEAR: SN.: his is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due On Delivery PAYOUT TO: AMOUNT PAID BY: nay be financed as a time sale transaction, subject to credit approval. If this transaction becomes a WARRANTY DISCLAIMER: THE BUYER DISCLAIMS THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED time sale, Purchaser agrees (1) to make payments pursuant to the Riggs Cat ISC which is incorporated WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, into this Equipment Purchaser's Order by reference, and (2) that Seller retains security interest in the MERCHANTABILITY, OR PERFORMANCE OF THE EQUIPMENT OR OF THE MATERIAL OR WORKMANSHIP THEREOF, IT IS goods described herein until all obligations of Purchaser are paid in full and discharged. AGREED THAT SELLER SELLS THE EQUIPMENT "AS IS" AND EXTENDS NO WARRANTIES OR REPRESENTATIONS BEYOND THE FACE HEREOF, AND THAT ALL RISKS ARE TO BE BORNE BY THE BUYER AT ITS SOLE COST AND EXPENSE. BUYER WAIVES ANY AND ALL CLAIMS WHATSOEVER AGAINST THE SELLER BASED THEREON INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS FOR LOSS OF ANTICIPATORY PROFITS OR CONSEQUENTIAL DAMAGES. ✓ CATERPILLAR EQUIPMENT WARRANTY USED EQUIPMENT INITIAL IAITIN L WARRANTY ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE: The customer acknowledges that he has received a copy of the Vendor Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable: Warranty applicable including expiration date where necessary 12 Month/Unlimited Hours Full Machine STANDARD WARRANTY, 60 MO / 5000 HR PREMIER - GOV CSA: NOTES: This order is subject to the terms and conditions set forth on the reverse hereof including those limiting warranties. Buyer acknowledges he has read the entire order, accepts it and all of its terms and conditions set forth on the reverse side hereof and acknowledges receipt of an exact copy thereof. Buyer has read this order including terms on the reverse side, which are incorporated herein. Executed and Delivered as of Accepted: BAXTER COUNTY Buyer Riggs CAT, Seller Ву: wn Ву: (If corporation, authorized officer must sign and show corporate title. If Partnership Annuard corporate partner, show which) Title Payment and Performance absolutely and unconditionally guaranteed by the undereigned:

AND CONDITIONS

This order is subject to the following terms and conditions:

- 1. The seller reserves the right to accept or reject this order and shall not be required to give any reason for non-acceptance.
- 2. This order when accepted by seller shall become a binding contract but shall be subject to strikes, lockouts, accidents, fire, delays in manufacture or transportation, acts of God, embargoes, or Governmental action or any other causes beyond the control of the seller whether the same as, or different from the matters and things hereinbefore specifically enumerated, and any of said causes shall absolutely absolve the seller from any liability to the purchaser under the terms hereof.
- 3. Except where title is transferred and the seller takes back a contract, title to and right of possession of said machines shall remain vested in the seller until all indebtedness and all sums due or to become due from the purchaser, whether evidenced by note, book account, judgment, or otherwise, shall have been fully paid, at which time ownership shall pass to the purchaser.
- 4. The seller's responsibility for shipments ceases upon delivery to transportation company, and any claims for shortages, delays or damages occurring thereafter shall be made by the purchaser direct to the transportation company.
- 5. The purchaser agrees that this order shall not be countermanded by him, and that when it is accepted (and until the execution and delivery of the contract or contracts and note or notes required to consummate the sale as above specified) it will cover all agreements between the parties relative to this transaction, and that the seller is not bound by any representations or terms made by any agent relative to this transaction which are not embodied herein.
- 6. When the machines necessary to fill this order are available, the buyer agrees on demand to execute and deliver to the seller such notes and contracts as may be required by the seller to evidence the transaction. In the event that the buyer fails to execute and deliver said notes and contracts to the seller, the entire balance of the purchase price shall at the seller's option become immediately due and payable.
- 7. The seller shall not be held liable or responsible for any damages, whether on account of personal injuries or otherwise suffered or sustained in the operation of said machine, nor for any damages resulting to the purchaser by reason of any delays or any alleged failure of said machine to operate, nor for any implied warranties. Any used or second-hand equipment included in this order is sold without any warranty whatsoever, express or implied (except that the seller warrants title), unless said warranty is set forth in full in the section on page 1 of this document entitled WARRANTY ON EQUIPMENT EXTENDED BY SELLER, USED EQUIPMENT and is initialed by both of the parties hereto.
- 8. The liability of said seller insofar as new Caterpillar Products (to include Machines, engines, Attachments and Parts manufactured by Caterpillar Tractor Co.), are concerned, shall be limited to the warranty which the buyer accepts in lieu of any and all warranties by the seller whether express or implied as set forth on Caterpillar Warranty Forms.
- 9. The liability of the seller insofar as all other new products (other than Caterpillar products), machines, engines, attachments and parts are concerned, shall be limited to the Manufacturer's warranty thereof, if any, and which the buyer accepts in lieu of any and all warranties by the seller, whether express or implied.
- 10. To the extent this equipment is equipped with a telematics system, such as Product Link, I understand data concerning this machine, its condition, and its operations is being transmitted by Product Link to Caterpillar and/or its dealers to better serve me and to improve upon Caterpillar products and services. The information transmitted may include: machine model, serial number, location, and operational data, including but not limited to: fault codes, diagnostic data, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar recognizes and respects customer privacy and will exercise reasonable efforts to keep the information secure. I agree to allow this data to be accessed by Caterpillar and/or its dealers.

Customer initials ______

BILL OF SALE FOR PROPERTY TAKEN IN TRADE	
For value received, I/we hereby grant, sell, transfer and deliver unto	
I/we hereby certify that there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against this property now existing, record or otherwise, and that same is free and clear and is my/our sole and absolute property. I/we agree to assume all risk of loss and/or damage above described equipment, beyond normal wear, until delivery is promptly effected. I certify that emissions hardware or software has not becaltered or removed.	to
by Lounty Judge (Title)	