

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> June 18, 2019	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
<b>DEPARTMENT:</b> Public Works and Transportation	
<b>APPROVING PARTY:</b> Tim H. Beals, Director	
<b>PHONE NUMBER:</b> 530-289-3201	

**AGENDA ITEM:** Resolution approving sales agreement and authorizing purchase of One New CAT Model 289 C Compact Track Loader (Skid Steer).

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
Sales Agreement and Quote

**BACKGROUND INFORMATION:** By adoption of Resolution 2019-083 on May 21, 2019 the Board authorized the surplus of two pieces of equipment to be utilized as a down payment, each representing \$25,000 toward the \$50,000 down payment. Authorization was granted to proceed with obtaining a quote for the new equipment with an estimated purchase price of \$80,000. The sales price came in at \$74,846.99 and with a \$50,000 down payment the request is for approval of direct purchase with a net payment due in the amount of \$30,273.50. This equipment will be 50% Solid Waste and 50% Road Fund.

**FUNDING SOURCE: SOLID WASTE/ROAD FUND**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$30,273.40 N/A

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CLERK TO THE BOARD \_\_\_\_\_ DATE \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF  
AUTHORIZING PURCHASE OF  
CAT COMPACT TRACK LOADER**

**RESOLUTION 2019-\_\_\_\_\_**

**WHEREAS**, on May 21, 2019 the Board of Supervisors authorized surplus of a CAT D-6 and a CAT 950 Wheel Loader and authorized utilization of the two surplus items as a down payment toward a new Compact Track Loader totaling \$50,000.00;

**WHEREAS**, the purchase price for a new CAT Model 28D C Compact Track Loader, is \$80,273.40, with an optional 1 Year/1000 Hour PM Lube Service Customer Support Agreement in the amount of \$2,501.00 as evidence by a quote number 119155-01 from Cashman Equipment dated May 13, 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the Sierra County Board of Supervisors, hereby approves the Sales Agreement and authorizes the purchase of one new CAT Model 289D C Compact Track Loader and optional support agreement in an amount not to exceed \$83,000 to be funded 50% by Road Department and 50% Solid Waste.

**BE IT FURTHER RESOLVED** that the Auditor is authorized to make payment upon submittal of payment request for this purchase.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 18th day of June, 2019 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
PAUL ROEN  
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL



119155-01

May 13, 2019

SIERRA COUNTY ROAD DEPT  
PO BOX 98  
DOWNIEVILLE, California 95936-0098

Attention: DENNIS MARSH

Dear Dennis Marsh,

Thank you for this opportunity to quote Caterpillar products for your business needs. We are pleased to quote the following for your purchase consideration.

One (1) New CAT Model: 289D C Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:

**STOCK NUMBER:** CE010350      **SERIAL NUMBER:** 0TAW12673      **YEAR:** 2019      **SMU:** 3

Thank you for your interest in Cashman Equipment and Caterpillar products for your business needs. Our goal is to be a value added partner in your success. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,  
Deric Wagner  
Machine Sales Representative  
Cashman Equipment Company  
DericWagner@cashmanequipment.com  
775-842-3953

**One (1) New CAT Model: 289D C Compact Track Loaders with all standard equipment in addition to the additional specifications listed below:**

## **STANDARD EQUIPMENT**

**POWERTRAIN** - Cat C3.3B Diesel Engine - - Gross Horsepower per SAE J1349 - 74.3 hp (55.4 kW) @ 2400 RPM - - EPA Tier 4f and EU Stage IIIB - Certified with Aftertreatment - - Electric Fuel Priming Pump - - Glow plugs Starting Aid - - Liquid Cooled, Direct Injection - Air Cleaner, Dual Element, Radial Seal - S-O-S Sampling Valve, Hydraulic Oil - Filter, Cartridge Type, Hydraulic - Filters, Cartridge Type, Fuel - and Water Separator - Radiator / Hydraulic Oil - Cooler (side-by-side) - Spring Applied, Hydraulically Released, - Parking Brakes - Hydrostatic Transmission

**UNDERCARRIAGE** - Steel Imbed Rubber Track 15.7 in (400mm) - Dual Flange Front Idler, Single Flange - Rear Idler - Suspension - Independent Torsion Axle(4) - 2 Speed Motor -

**HYDRAULICS** - Standard Flow Auxiliary Hydraulics with - Continuous Flow - **CONTROLS:** - Electro/Hydraulic Implement Control, RH - Electro/Hydraulic Hydrostatic - Transmission Control, LH

**ELECTRICAL** - 12 Volt Electrical System - 80 Ampere Alternator - Ignition Key Start / Stop / Aux Switch - Lights: - - Gauge Backlighting - - Two Rear Tail Lights - - Two Rear Halogen Working Lights - - Two Adjustable Front Halgen Lights - - Dome Light - Backup Alarm - Heavy Duty Battery, 880 CCA - Electrical Outlet, Beacon

**OPERATOR ENVIRONMENT** - Operator Warning System Indicators: - - Air Filter Restriction - - Alternator Output - - Armrest Raised / Operator Out of Seat - - Engine Coolant Temperature - - Engine Oil Pressure - - Glow Plug Activation - - Hydraulic Filter Restriction - - Hydraulic Oil Temperature - - Park Brake Engages - - Engine Emission System - Gauges: Fuel Level and Hour Meter - Storage compartment with netting - Adjustable Vinyl Seat - Ergonomic Contoured Armrest - Adjustable Joystick Controls - Control Interlock System, when Operator - Leaves Seat or Armrest Raised : - - Hydraulic System Disables - - Hydrostatic Transmission Disables - - Parking Brake Engages - ROPS Cab, Open, Tilt Up - Anti-theft Security System w/6-button - keypad - FOPS, Level I - Top and Rear Windows - Floormat - Interior Rear View Mirror - 12V Electric Socket - Horn - Hand (Dial) Throttle, Electronic -

**FRAMES** - Lift Linkage, Vertical Path - Chassis, One Piece Welded - Machine Tie Down Points (4) - Belly Pan Cleanout - Support, Lift Arm - Rear Bumper, Welded

**OTHER STANDARD EQUIPMENT** - Engine Enclosure - Lockable - Extended Life Antifreeze (-37C, -34F) - Coupler, Mechanical - Hydraulic Oil Level Sight Gauge - Radiator Coolant Level Sight Gauge - Radiator Expansion Bottle - Cat Tough Guard Hose - Heavy Duty Flat Faced Quick Disconnects - with Integrated Pressure Release - Split D-Ring to Route Work Tool Hoses - Along Side of Left Lift Arm - Variable Speed Hydraulic Cooling Fan - Per SAE J818-2007 and EN 474-3:2006 and - ISO 14397-1:2007 - Rated Operating Capacity: - At 50% Tipping Load - - 3800 lb (1724 kg) - At 35% Tipping Load - - 2660 lb (1207 kg) -

**MACHINE SPECIFICATIONS**

289D CTL TIER 4 FINAL HRC	345-5289
CONVERSION ARRANGEMENT	421-0340
INSTRUCTIONS, ANSI, USA	388-8151
PACKAGE, PERFORMANCE, (H3)	468-0737
FILM, SELF LEVEL, ANSI	435-9238
CONTROL, ISO, PROP, WT	485-0415
RIDE CONTROL	345-4940
ROPS, ENCLOSED WITH A/C (C3)	345-4919
SEAT,AIR SUSPENSION,CLOTH,HEAT	345-6359
DOOR, CAB, GLASS	345-6240
RADIO READY	345-6175
DISPLAY, ADVANCED, LCD, CAMERA	416-9265
RUBBER BELT, 2 SPD, TF IDLERS	357-0248
TRACK,RUBBER,450MM(17.7IN)BLCK	372-5790
BATTERY, XTRA HVY DUTY, DISC	481-3908
LIGHTS, HALOGEN	495-1672
SEAT BELT, 3"	258-4096
PRODUCT LINK, CELLULAR PL240	441-4818
FAN, COOLING, DEMAND	486-6957
QUICK COUPLER, HYDRAULIC	515-8591
SERIALIZED TECHNICAL MEDIA KIT	421-8926
ROTATING BEACON	309-1325
HEATER, ENGINE COOLANT, 120V	345-3556
LIFTING EYES, FOUR POINT	457-1215
PACK, DOMESTIC TRUCK	0P-0210
SHIPPING/STORAGE PROTECTION	0P-2266
FILM, RIDE CONTROL, ANSI	422-3445
CERTIFICATION ARR, P65	563-1163
LANE 2 ORDER	0P-9002
8KA5782	ENG SE-RIAL
CAT	ENG -MAKE
C3.3B	ENG M-ODEL
KKBXL03.3EKD	ENG FA-MILY
2019	ENG -YEAR
3.30	DISPLACEMENT
73	HORSEP-OWER
KIT, TURBO DEBRIS GUARD	416-5705
BUCKET-GP, 74", BOCE	279-5373
BRUSHCUTTER, BR378, 78" HF,XPS	424-0436

**WARRANTY & COVERAGE**

24 month/2000 hour \*All standard warranties include travel time & mileage for first twelve months.

Standard Warranty: Scheduled oil sampling is required during entire warranty period. Travel time & mileage is not included during the standard warranty period on Cat utility vehicles (UTVs).

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SALES PRICE	\$74,846.99
<b>SUBTOTAL</b>	<b>\$74,846.99</b>
SALES TAX (7.25%)	\$5,426.41
LESS GROSS TRADE ALLOWANCE	(\$50,000.00)
<b>GRAND TOTAL</b>	<b>\$30,273.40</b>

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**TRADE-INS**

Model	Make	Serial Number	Year	Trade Allowance
950E	CAT (AA)	22Z04449	1989	\$25,000.00
D6RXL	CAT (AA)	5LN01860	1999	\$25,000.00

**F.O.B/TERMS:**

Reno

**OPTIONS:**

Components	Ref No.	Qty	Sell
<b>Customer Support Agreement</b>			
1 Year/1,000 Hour PM Lube Service			\$2,501.00

Accepted by \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
Signature



# SALES AGREEMENT

DATE May 14, 2019

600 Glendale Avenue Sparks, NV 89431 800-937-2326

CUSTOMER <u>SIERRA COUNTY ROAD DEPT</u>			
STREET ADDRESS <u>PO BOX 98</u>		<SAME>	
CITY/STATE <u>DOWNIEVILLE, CALIFORNIA</u>	COUNTY <u>SIERRA</u>		
POSTAL CODE <u>95936-0098</u>	PHONE NO. <u>(530) 289-3201</u>		
EQUIPMENT <u>DENNIS MARSH</u>			
PRODUCT SUPPORT <u>DENNIS MARSH</u>			
INDUSTRY CODE: <u>COUNTY GOVERNMENT (GV92)</u>	PRINCIPAL WORK CODE _____	F.O.B. AT: <u>Reno</u>	
CUSTOMER NUMBER <u>083821</u>	Sales Tax Exemption # (if applicable) - TYPE: <u>N/A</u>	CUSTOMER PO NUMBER _____	LKE (Yes / No) <u>N/A</u>
PAYMENT TERMS: _____ (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE <input checked="" type="checkbox"/>		FINANCIAL SERVICES <input type="checkbox"/> ISC	
CASH WITH ORDER <u>\$0.00</u>	BALANCE TO FINANCE <u>\$0.00</u>	CONTRACT INTEREST RATE <u>0.00</u>	RELEASE NUMBER _____
PAYMENT PERIOD _____	PAYMENT AMOUNT <u>\$0.00</u>	NUMBER OF PAYMENTS <u>0</u>	
<b>DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED</b>			
MAKE: <u>CAT</u>	MODEL: <u>289D C</u>	YEAR: <u>2019</u>	
ID NUMBER: <u>CE010350</u>	SERIAL NUMBER: <u>0TAW12673</u>	SMU: <u>3</u>	
289D CTL TIER 4 FINAL HRC		CERTIFICATION ARR, P65	
CONVERSION ARRANGEMENT		LANE 2 ORDER	
INSTRUCTIONS, ANSI, USA		8KA5782	
PACKAGE, PERFORMANCE, (H3)		CAT	
FILM, SELF LEVEL, ANSI		C3.3B	
CONTROL, ISO, PROP, WT		KKBXL03.3EKD	
RIDE CONTROL		2019	
ROPS, ENCLOSED WITH A/C (C3)		3.30	
SEAT, AIR SUSPENSION, CLOTH, HEAT		73	
DOOR, CAB, GLASS		KIT, TURBO DEBRIS GUARD	
RADIO READY		BUCKET-GP, 74", BOCE	
DISPLAY, ADVANCED, LCD, CAMERA		BRUSHCUTTER, BR378, 78" HF, XPS	
RUBBER BELT, 2 SPD, TF IDLERS			
TRACK, RUBBER, 450MM(17.7IN)BLCK			
BATTERY, XTRA HVY DUTY, DISC			
LIGHTS, HALOGEN			
SEAT BELT, 3"			
PRODUCT LINK, CELLULAR PL240			
FAN, COOLING, DEMAND			
QUICK COUPLER, HYDRAULIC			
SERIALIZED TECHNICAL MEDIA KIT			
ROTATING BEACON			
HEATER, ENGINE COOLANT, 120V			
LIFTING EYES, FOUR POINT			
PACK, DOMESTIC TRUCK			
SHIPPING/STORAGE PROTECTION			
FILM, RIDE CONTROL, ANSI			
<b>TRADE-IN EQUIPMENT</b>			
MODEL: <u>950E - CAT(AA)</u>	YEAR: <u>1989</u>	SN: <u>22204449</u>	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: <u>Dealer</u>	
MODEL: <u>D6RXL - CAT(AA)</u>	YEAR: <u>1999</u>	SN: <u>5LN01860</u>	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: <u>Dealer</u>	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
MODEL: _____	YEAR: _____	SN: _____	
PAYOUT TO: _____	AMOUNT: _____	PAID BY: _____	
ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY CASHMAN AT TIME OF DELIVERY. CUSTOMER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO CASHMAN AND WARRANTS IT TO BE FREE AND CLEAR OF ALL LIENS AND OTHER ENCUMBRANCES.			
			<b>TERMS OF SALE</b>
			SALES PRICE <u>\$74,846.99</u>
			<b>SUBTOTAL</b> <u>\$74,846.99</u>
			SALES TAX (7.25%) <u>\$5,426.41</u>
			LESS GROSS TRADE ALLOWANCE <u>(\$50,000.00)</u>
			<b>GRAND TOTAL</b> <u>\$30,273.40</u>

CASHMAN IS NEITHER A MANUFACTURER OF THE EQUIPMENT NOR AN AGENT THEREOF. ALTHOUGH CASHMAN MAY ADMINISTER WARRANTIES ISSUED BY THE MANUFACTURER, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (1) ANY EXPRESS WARRANTIES BY THE MANUFACTURER FOR THE EQUIPMENT ARE NOT THE RESPONSIBILITY OF CASHMAN; (2) THE MANUFACTURER'S WARRANTY MAY CONTAIN LIMITATIONS; AND (3) CUSTOMER MAY INCUR CERTAIN REPAIR, TRANSPORTATION OR OTHER CHARGES BY CASHMAN WHICH ARE NOT COVERED BY THE MANUFACTURER'S WARRANTY.

CASHMAN DOES NOT MAKE ANY WARRANTY WITH RESPECT TO THE EQUIPMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION AS TO CONDITION, COMPLIANCE WITH SPECIFICATIONS OR REGULATIONS, QUALITY, DURABILITY, SUITABILITY, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER EXCEPT AS SET FORTH SPECIFICALLY IN THIS AGREEMENT. CASHMAN IS NOT LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT CASHMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL CASHMAN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO CASHMAN FOR THE EQUIPMENT SOLD HEREUNDER OR \$25,000, WHICHEVER IS LESS.

**THIS AGREEMENT CONSISTS OF (a) THIS SALES AGREEMENT, (b) THE SALES AGREEMENT TERMS AND CONDITIONS IN EFFECT ON THE DATE FIRST REFERENCED ABOVE AVAILABLE AT [HTTP://WWW.CASHMANEQUIPMENT.COM/TERMS.HTM](http://www.cashmanequipment.com/terms.htm) AND (c) ALL MATERIALS INCORPORATED BY REFERENCE IN THE SALES AGREEMENT TERMS AND CONDITIONS. BY SIGNING BELOW, CASHMAN AND CUSTOMER AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.**

**EQUIPMENT WARRANTY**

Customer acknowledges that he has received a copy of any warranty and has read and understood said warranty. All used equipment is sold as is where is and no warranty is offered or implied except as specified herein.

24 month/2000 hour

INITIAL

CSA:

Date May 14, 2019

Deric Wagner (420)

ORDER RECEIVED BY

Cashman Equipment Company, by its Representative

SIGNATURE

TITLE

Date \_\_\_\_\_

SIERRA COUNTY ROAD DEPT

CUSTOMER

By \_\_\_\_\_

SIGNATURE

TITLE