Sierra County
Board of Supervisors’
Agenda Transmittal &
Record of Proceedings

MEETING DATE: June 18, 2019
TYPE OF AGENDA ITEM: ☑ Regular
☐ Timed
☐ Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 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

ARE ADDITIONAL PERSONNEL REQUIRED? ☐ Yes, -- -- ☑ No

IS THIS ITEM ALLOCATED IN THE BUDGET? ☑ Yes ☐ No

IS A BUDGET TRANSFER REQUIRED? ☐ Yes ☑ No

SPACE BELOW FOR CLERK’S USE

BOARD ACTION:
☐ Approved
☐ Approved as amended
☐ Adopted
☐ Adopted as amended
☐ Denied
☐ Other
☐ No Action Taken
☐ Set public hearing
For: ______________________
☐ Direction to: ______________
☐ Referred to: ______________
☐ Continued to: ______________
☐ Authorization given to: ______________
Resolution 2019- _____________
Agreement 2019- _____________
Ordinance ______________
Vote:
Ayes:
Noes:
Abstain:
Absnt:
☐ By Consensus

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     DAVID PRENTICE
CLERK OF THE BOARD    COUNTY COUNSEL
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 IIIIB - 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 -


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


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 0P-9002
LANE 2 ORDER 563-1163
8KA5782 ENG SERIAL
CAT ENG - MAKE
C3.3B ENG - MODEL
KKBXL03.3EKD ENG - FAMILY
2019 ENG - YEAR
3.30 DISPLACEMENT
73 HORSE-POWER
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).

**SALES PRICE**: $74,846.99

**SUBTOTAL**: $74,846.99

**SALES TAX (7.25%)**: $5,426.41

**LESS GROSS TRADE ALLOWANCE** ($50,000.00)

**GRAND TOTAL**: $30,273.40

<table>
<thead>
<tr>
<th>Model</th>
<th>Make</th>
<th>Serial Number</th>
<th>Year</th>
<th>Trade Allowance</th>
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<tbody>
<tr>
<td>950E</td>
<td>CAT (AA)</td>
<td>22Z04449</td>
<td>1989</td>
<td>$25,000.00</td>
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<tr>
<td>D6RXL</td>
<td>CAT (AA)</td>
<td>5LN01860</td>
<td>1999</td>
<td>$25,000.00</td>
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</tbody>
</table>

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

**OPTIONS**: Components

- **Customer Support Agreement**
- 1 Year/1,000 Hour PM Lube Service

Accepted by ________________________________ on ____________________

________________________________________

Signature
SALES AGREEMENT

DATE
May 14, 2019

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

SALES AGREEMENT

CUSTOMER: SIERRA COUNTY ROAD DEPT

STREET ADDRESS: PO BOX 98

SOLD BY:

CITY/STATE: DONNWIELE, CALIFORNIA

PO BOX: 98

COUNTY: SIERRA

PHONE NO.: (530) 289-3201


CUSTOMER CONTACT: DENNIS MARSH

PRODUCT SUPPORT: DENNIS MARSH

INDUSTRY CODE: COUNTY GOVERNMENT (GV92)

PRINCIPAL WORK CODE: F.O.B. AT: Reno


PAYMENT TERMS:

(Cash with order)

FINANCIAL SERVICES


DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED

MAKE: CAT

MODEL: 289D C

YEAR: 2019

ID NUMBER: CE010350

SERIAL NUMBER: OTAW12673

SMU: 3

SERIAL NUMBER: 0TAW12673

SMU: 3

TRADE-IN EQUIPMENT

MODEL: 950E - CAT (AA)

YEAR: 1989

SN: 22Z04449

PAYOUT TO: 

AMOUNT: PAID BY:

MODEL: D6RXL - CAT (AA)

YEAR: 1999

SN: 5LNA01860

PAYOUT TO: 

AMOUNT: PAID BY:

MODEL: 

YEAR: 

SN: 

PAYOUT TO: 

AMOUNT: PAID BY:

MODEL: 

YEAR: 

SN: 

PAYOUT TO: 

AMOUNT: PAID BY:

TERMS OF SALE

SALES PRICE: $74,846.99

SUBTOTAL: $74,846.99

SALES TAX (7.25%): $5,426.41

LESS GROSS TRADE ALLOWANCE: ($50,000.00)

GRAND TOTAL: $30,273.40

ALL TRADES-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.
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 INCLUR 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, WHICHERVER 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 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.

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

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