



City of Green River
City Council Meeting
Agenda Documentation

Preparation Date: May 18, 2016	Department: Public Works
Meeting Date: June 7, 2016	Department Head: Mark Westenskow
	Presenter: Mark Westenskow/Mark Pond

Subject:

Approve an Agreement with Honnen Equipment Co for Dozer Rental

Background/Alternatives:

Since the City no longer has a dozer for the Landfill operations the Division has been renting a dozer as needed, at this time for four weeks. The next anticipated rental period will be in the spring of 2017 if needed. Two rental rates were received; the lowest quote was submitted by Honnen Equipment Co. The rental rate for a John Deere 850K Dozer for a one month period is approximately \$10,000 including transportation costs.

Attachments: Agreement

Fiscal Impact:

Monies are budgeted in the Solid Waste-Landfill Budget

Staff Impact:

This dozer is a necessary piece of equipment in the operations of the Green River Municipal Landfill. There is no back up equipment to replace the work the dozer is responsible for. During the four week rental, the Division will push and move dirt stockpiled, push concrete and manure to ensure access for customers to these dumpsites. Also they will work on the final contours of cells 1-5 getting ready for the Landfill closure.

All work is a requirement by the Department of Environmental Quality (DEQ) Solid and Hazardous Waste Division operating permit issued to the City of Green with provisions and regulations regarding the operations of the Landfill. Without this dozer the Division could not comply with DEQ requirements for Landfill operations.

Legal Review:

Complete



PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last)			
STREET or RR City of Green River, Solid Waste			
CITY Green River	STATE WY	ZIP CODE 82935	COUNTY Sweetwater
PHONE NUMBER 307-872-0531	EMAIL ADDRESS mpond@cityofgreenriver.org		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME HONNEN EQUIPMENT CO.		Dealer Account No. : 170494	
STREET or RR 2670 Yellowstone Road			
CITY	STATE	ZIP CODE	Phone Number 3073825284
Date Of Order:			
Dealer Order No.:	TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE		
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 40 Non-Residential	
Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS : <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct. : 42995	
<input type="checkbox"/> SOCIAL SECURITY		<input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:			

EXTENDED WARRANTY IS: <input type="checkbox"/> Accept <input checked="" type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use County Sweetwater City Green River	USE STATE/ PROVINCE WY	COUNTY CODE 37
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Initials)			

QTY	UNIT	DESCRIPTION	Hours of Use	PIN or Serial Number	Present Value
1		2014 John Deere 850K Crawler Dozer - Rental	840	1T0850KXHEE268496	\$ 430,688.01
(1) TOTAL CASH PRICE					\$ 430,688.01

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT

COMMENTS: This PO is subject to all of the terms and conditions set out in the following pages hereof, all of which are hereby made a part of the this PO. Rate for one month term is \$ 9,500.00 / month or \$ 3,167.00 / week. Freight is: \$ 500.00	(2) TOTAL TRADE-IN ALLOWANCE	0.00
	(3) TOTAL TRADE-IN PAY-OFF	0.00
	(4) BALANCE	\$ 9,500.00
	(5) ADDITIONAL FEES	\$ 500.00
	(6) SUBTOTAL	\$ 10,000.00
	(7) RENTAL APPLIED	0.00
	(8) SALES TAX	0.00
	(9) CASH WITH ORDER	0.00
	(10) BALANCE DUE	\$ 10,000.00

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 the balance due (line 10) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) 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 purchase are limited as set forth in this Purchase Order.

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 and forestry products is set forth in a separate document provided by the dealer. 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 PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

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.

TERMS & CONDITIONS VERIFICATION STATEMENT: Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser / Lessee	<input type="text" value="City of Green River"/>	Signature _____	Date _____
	<input type="text"/>	Signature _____	Date _____
Dealer Representative	<input type="text" value="Honnen Equipment Co."/>	Signature _____	Date _____
Salesperson	<input type="text" value="DeBernardi, Rick"/>	Signature _____	Date _____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature
	<input type="text"/>	

