

RESOLUTION APPROVING PURCHASE OF KOBELCO TRACK HOE BY THE ASHTABULA COUNTY ENGINEER'S DEPARTMENT THROUGH SOUTHEASTERN EQUIPMENT, UNDER STATE PURCHASING INDEX # STS-515, CONTRACT # 800842

WHEREAS, Tim Martin has requested permission to purchase a 2023 Kobelco track hoe under State Purchasing, Index # STS-515, Contract # 800842; and

WHEREAS, this vehicle will be replacing two track hoe's that will be traded-in to Southeastern Equipment, thereby lowering the purchase price, as follows:

4-24 – 2007 Volvo trade-in value of \$29,500 (Serial # VCEC160CC00120045)

4-22 -- 2001 Volvo trade-in value of \$26,500 (Serial # EC210LCC04518)

Vendor: Southeastern Equipment Inc.
8757 Tyler Blvd.
Mentor, Ohio 44060
440-255-6300

Description: 2023 Kobelco SK210LC-11 Track Hoe

Cost: Total cost: \$ 143,432.00 plus Hydraulic hammer attachment set up at \$4550.00
(\$199,432 minus \$56,000 plus \$4,550 = total cost of \$147,980.00)

WHEREAS, the Board of Commissioners finds that such vehicle is necessary by the department listed above in the performance of their duties; now

THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Ashtabula County, Ohio, that the Ashtabula County Engineer is authorized to purchase the vehicles, as listed above.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-226

April 11, 2023

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Upon the motion of Kathryn L. Whittington, seconded by J.P. Ducro IV.

VOTE:

Casey R. Kozlowski	Aye
Kathryn L. Whittington	Aye
J.P. Ducro IV	Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

A. Definitions. Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

B. Price and Payment. The Purchaser and Seller agree that the Total Amount Due will be finally determined by Seller on the date of Delivery of the Equipment based on the manufacturer invoice plus any surcharges from the manufacturer. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated pursuant to this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. A finance charge of 1.5% per month (or the maximum amount permitted under applicable state law) will be assessed on all past due balances. All additional taxes or fees owed because of the sale are the responsibility of the Purchaser. **SELLER RETAINS A SECURITY INTEREST IN THE EQUIPMENT UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.**

C. Delivery of Equipment. Seller will make Equipment available according to the delivery instructions contained herein. If no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller from Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller's location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

D. Condition of Equipment. **ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS OTHERWISE STATED IN THIS AGREEMENT. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLY MADE ON THIS AGREEMENT.** Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only, Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

E. Trade-In Equipment. If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

F. Limitation of Liability. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF**

Customer PO:	
SALES ORDER TOTALS	
Total Equipment Price	\$199,432.00
Total Trade-In Allowance	\$56,000.00
Trade-In Difference	\$143,432.00
Applied Rent	
Carrying Charge	
Fuel, DEF & Other	
Freight/Trucking	
Title and License Fees	
Total Trade Payoff	\$0.00
Total Price Before Tax	\$143,432.00
Sales Tax	
FET Tax	
Total Amount Due	\$143,432.00
Down Payment	
Balance Due	\$143,432.00

OR IN CONNECTION WITH THE PROVISION OF THE PRICE OF THE EQUIPMENT NOT LIMITED TO, LABOR DISPUTES, BECAUSE OF FORCE

G. Miscellaneous. Any price included on any price list to the terms set between the contemporaneous literature, and except in a written copy or facsimile copy of the Agreement is unenforceable, either party of a subsequent Agreement, are relating to this Agreement.

H. Authority and. By signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

I. IF CUSTOMER PAYS ANY BALANCE OWED UNDER THIS SALES ORDER USING CREDIT/CHARGE CARD, SOUTHEASTERN RESERVES THE RIGHT TO CHARGE AN ADDITIONAL 3% OF THE TOTAL INVOICE AS A CONVENIENCE FEE WHICH CUSTOMER HEREBY AGREES TO PAY

*\$4550
Hyd Hammer
Attachment set-up
Engineers
Equipment*

Accepted for Seller by:

Sign:  Date: 4-11-23

Print Name: Casey Kozlowski

Purchaser (ASHTABULA CO ENGINEER):

Sign:  Date: 4-6-23

Print Name: Amir Barakouei

STS SALES ORDER

DATE: APRIL 6, 2023

SALESPERSON: MIKE KRESS / 886
ACCOUNT #: 811800
COUNTY: ASHTABULA

CUSTOMER CONTACT: AMIR GARAKOUEI
PO # (IF APPLICABLE):
SHIP TO (IF APPLICABLE):

PURCHASER:

ASHTABULA CO ENGINEER
25 W JEFFERSON ST
JEFFERSON, OH 44047
P: 440-576-2040

SELLING BRANCH:

8757 Tyler Blvd., Mentor, OH 44060
Branch: (440) 255-6300

FINANCE INFORMATION:

Financed by: Cash, Check, or Other
Rate:
Term:

EQUIPMENT PURCHASED:

Eq #/ Serial #/ Item #	Product Notes	List Price	Discount %	STS Total Price
YN010787 YN17010787	2023 KOBELCO SK210LC-11 SK210LC-11 ROPS Cab 7-53 Air Suspension Heated Seat 2-15 Semi-Triple Grouser Shoes 31.5" (800mm) 3-01 Standard Mono Boom 18'6" (5.65m) 4-01 Standard Backhoe Arm 9'8" (2.98m) 5-60 N&B Hand Control 5-45 Hand Control Pattern Changer Standard Counterweight 7-58 worklights 7-56 Belly Pan	\$172,532.00	%	\$172,532.00
	*** Non STS Contract Items *** Hydraulic Coupler 48" Heavy-duty Bucket 60" Ditching Bucket w/ BOE Two Pin Sets	\$26,900.00	%	\$26,900.00

NOTES:

Index #: STS515
Contract #: 800842
UNSPCS: 22101500
Oaks ID: 800842-1

EQUIPMENT WARRANTY AND DELIVERY INFORMATION:

Warranty Type: Sold with standard manufacturer warranty.
Warranty Detail: FULL MACHINE FOR 4 YEARS OR 4000 HOURS,
WCF.

Delivery Date:
Delivery Info:

TRADE-IN EQUIPMENT:

Year	Manufacturer	Model	Serial #	Trade-In Allowance
2007	VOLVO	EC160CL	VCEC160CC00120045	\$29,500.00
2001	VOLVO	EC210 LC	EC210LCC04518	\$26,500.00

[TOTALS, TERMS AND CONDITIONS, AND SIGNATURES ON FOLLOWING PAGE]