

Ken R. LaCasse
Public Service Superintendent

651.204.6053 *Phone*
651.204.6153 *Fax*
kenneth.lacasse@cityvadnaisheights.com



The City of Vadnais Heights
800 East County Road E
Vadnais Heights, MN 55127

Memorandum:

TO: Mayor Krachmer and City Council members

FROM: Ken LaCasse Public Service Superintendent

DATE: May 10, 2023

SUBJECT: Request to purchase plows and accessories for two pickups.

Recommended Council Action

Approve purchase of a two plows, lift gate and accessories for two pickup trucks received as CIP replacements. Plows, lift gate and accessories total \$38,000.00 from Aspen Equipment.

Background

Significant price increases for trucks and equipment plus a reduction of the municipal discount from \$8,000.00 to 800.00 dollars has increased the total cost of truck replacement more than originally anticipated. The comparable pickup and plow purchased in 2018 cost less than 50,000 dollars. Going forward, budgets for trucks in the CIP will need to be adjusted but this request is to equip the two new trucks that we have received and are in need of outfitting.

With the higher pricing for new equipment we should see good return for the two trucks we will be selling at auction. We expect a return of \$35,000 to \$40,000 dollars at the fall auction in Arden Hills.



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 - Fax: (952) 656-7159 - Website: www.aspenequipment.com

Cust Name: City Of Vadnais Heights Quote Number: Quote Date: 5/1/2023
Contact: Ryan Williams CITY OF VADNAIS HEIGHTS-25-WES-45047-10-00-v1
Phone: 651-204-6054
Fax: E-Mail: rwilliams@cityvadnaisheights.com
Dealership:
Contact:

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

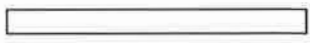
Table with 4 columns: Qty, Part/Spec Number, Description, Installed. Includes items like Western 8'-10' Wide Out plow Gen 2, Ultramount 2, Western Wide-Out Deflector Kit, NIGHTHAWK™ Halogen Headlight Kit, etc.

Important Note: Truck rating and compatibility MUST be verified prior to plow installation
SADDLE BOX - ALUMINUM \$1,109.00
State of Minnesota Contract 216653
Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Summary table with Quote Sub Total: \$16,555.00, Estimated Sales Tax: \$0.00, Total: \$16,555.00. Submitted by: Mark Lundeen, 612-719-4414

- F.O.B.: Bloomington, MN (Unless otherwise specified)
Equipment Specifications subject to change
Quote valid for 30 days from date of quotation

* Chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. **Mfg's Surcharges may be added to this quotation.
Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT, LLC.



13) No Waiver. No waiver of this Agreement or any of its provisions is valid unless expressly agreed to in a writing signed by Seller. No waiver by Seller of any default under this Agreement is a waiver of any other or subsequent default. The failure of Seller to insist upon strict and timely performance of any term or condition of this Agreement shall not be deemed a waiver of any right or remedy that Seller may have under this Agreement or at law or equity, and shall not be deemed a waiver of any subsequent default in performance of the terms and conditions of this Agreement.

14) Cost of Collection. In the event legal action is necessary to recover monies due from Buyer or to enforce any provision of this Agreement, Buyer shall be liable to Seller for all costs and expenses associated therewith, including, without limitation, Seller's actual attorneys' fees and costs.

15) Insurance. Unless otherwise specified on the face of this document or agreed to in writing, Buyer shall be solely responsible from the point of delivery of the goods by Seller for all consequences as a result of theft, loss or partial or total destruction, for any reason whatsoever, including accidental reasons or as a result of force majeure. Buyer shall insure, at its expense, the goods against all aforementioned Buyer has made full payment of all amounts due Seller, and shall provide evidence of this insurance, upon request by Seller. Should Buyer fail to comply with these requirements, Seller may, at Seller's sole discretion, within eight days following written notice to Buyer, either cancel the sale and take back the goods, or procure such insurance at the expense of Buyer.

16) Second-hand or used Goods. If Buyer is buying the goods as second-hand goods, Buyer recognizes that he had an opportunity to inspect the goods and is buying them in full knowledge of their condition. The goods are being sold to Buyer as is, where is, and with all faults, if any. Seller specifically disclaims any and all warranties and representations of any nature whatsoever, express or implied, with respect to the goods, including, without limitation, any implied warranty of satisfactory condition, quality or fitness for a particular purpose, and any warranty arising by course of dealing or usage of trade.

17) Services. The following terms shall also apply to all services being provided by Seller: (a) Seller will repair or, at its option, replace any part which is or becomes faulty if, in the opinion of Seller, the fault is in workmanship (and not the result of ordinary wear and tear, negligence; acts of God; vandalism; abuse; misuse; neglect; accident or disasters such as fire, flood, wind and lightning, overloading; unauthorized altered, modified or changed products or parts; products or parts which have not been properly installed, stored, operated or maintained or which have been improperly adjusted; any products or parts not manufactured by Seller), provided that the fault is brought to the notice of Seller within twenty (20) days of the date of delivery of the goods to Buyer on completion of the services; (b) The goods, while in Seller's possession are at the risk of the Buyer and Seller shall not be liable for the loss of or damage to the goods or their contents howsoever arising unless the same is caused by the negligence of Seller. In the event of such negligence, Seller's liability shall be limited to the replacement or at Seller's option, repair of the lost or damaged goods and under no circumstances whatsoever shall Seller be liable for any other loss, damage or expense suffered by the Buyer as a result of the loss or damage to the goods. (c) If the goods are not paid for and collected from Seller's premises within twenty (20) of notice that they are ready for collection or if, where the goods are to be collected elsewhere, the Buyer fails to collect them at the agreed time and place, Seller reserves the right, in its sole discretion, to charge for storage or disposal of them. (d) If Seller is required to go to a location other than Seller's premises, Buyer shall be solely responsible to make sure such premises are safe and suitable for the services to be provided by Seller. Seller reserves the right, in its sole discretion to reject the premises if Seller determines they are not safe and/or suitable. Seller further reserves the right, in its sole discretion, to charge if it is waiting for the site to be prepared or if it leaves a site it determines not safe and/or suitable.

18) Compliance. Buyer will at all times and at its own expense: (i) strictly comply with all applicable laws, rules, regulations, ordinances and governmental orders, now or hereafter in effect, including, without limitation, U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations; (ii) pay all fees and other charges required by such laws, rules, regulations and orders; and (iii) maintain in full force and effect all licenses, permits, authorizations, registrations and qualifications from all applicable governmental departments and agencies to the extent necessary to perform its obligations hereunder. If requested by Seller, Buyer will sign written assurances and other export or import related documents, as may be required under applicable export or import laws and regulations. Buyer will advise Seller in writing within three (3) calendar days of any actual or perceived non-compliance with applicable U.S. or non-U.S. export control laws and regulations and sanction and embargo laws and regulations. If Seller learns, or has reasonable cause to believe, or if any branch or agency of the government of the U.S. or another country claims that a violation of any applicable export regulation or other trade sanction, export control or trade regulation by Buyer has occurred or is likely to occur because of any shipment to or from Buyer, Seller will promptly notify Buyer and may, in addition to any other remedy Seller may have, terminate or suspend all orders or shipments to Buyer until Seller is satisfied that such violation did not occur or has ceased to occur, or such claim is withdrawn or otherwise resolved to the satisfaction of Seller. Notwithstanding anything to the contrary in this Terms and Conditions, in no event shall Seller be in breach of this Terms and Conditions, or shall Buyer have any claim against Seller, for Seller's exercise of any of its rights under this Terms and Conditions.

19) Government Contracts. Application of government contract regulations and clauses to the goods and services or the agreement evidenced by these Terms and Conditions are subject to the separate review and consent by an authorized representative at Seller's headquarters.



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Cust Name: City Of Vadnais Heights Quote Number: Quote Date: 4/28/2023
Contact: Ryan Williams CITY OF VADNAIS HEIGHTS-25-WES-45044-14-58-v1
Phone: 651-204-6054
Fax: E-Mail: rwilliams@cityvadnaisheights.com
Dealership:
Contact:

Aspen Equipment, LLC. is pleased to offer the following quotation for your consideration

Table with 4 columns: Qty, Part/Spec Number, Description, Installed. Includes items like Tommygate 38" Ext Alum Platform, Liftgate Install-Pickup, Western 8'-10' Wide Out plow Gen 2, and various accessories like deflector kit and headlight kit.

Tax Note: Applicable sales tax and/or FET estimates will be confirmed and added to the final invoice

Quote Sub Total: \$20,604.00

Submitted by,

Estimated Sales Tax: \$0.00

Mark Lundeen
612-719-4414

Total: \$20,604.00

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