

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

March 14, 2024

2024 PURCHASE OF PUBLIC WORKS DEPARTMENT EQUIPMENT

The Public Works Department is proposing the following equipment purchases in 2024:

Year	Dept.		Est. Replacement		Comments
			Cost	Life Yrs	
2024	Street	2014 Peterbilt/Labrie Garbage Truck	\$345,000	8	Quoted price \$365,000. Est. sale of ex. \$20,000.
	Street	2014 Peterbilt/Labrie Garbage Truck	\$345,000	8	Quoted price \$365,000. Est. sale of ex. \$20,000.
	Street	2011 Volvo Loader	\$185,000	10	Quoted price \$226,000. Trade-In value of \$42,000.
	Street	2006 Trackless Sidewalk Tractor	\$153,000	15	Quoted price w/ plow \$168,000. Est. sale of ex. \$15,000.
	Water	2009 Ford F-250 Pickup/plow Truck	\$49,000	10-15	Replaces truck #13 as valve turning truck
	Water	2013 Ford F-150 Pickup (Andy's truck)	\$43,500	10-15	Replaces street dept. truck #18
	Water	2004 Spin Doctor Valve Turner	\$12,000	15-20	

Quoted Street Dept. Equipment Cost \$1,028,000
Quoted Water Dept. Equipment Cost \$104,500

2024 Bonding to Fund Purchases
Water Utility to Fund Purchases

Staff reports for above equipment purchases are attached. Street and Water Department equipment cost to be funded by 2024 Bonding and Water Utility fund, respectively.

Both the Finance and Personnel and Public Works Committees have reviewed and are in agreement with above equipment purchases and selected funding sources.

Suggested Motion:

Approval of above 2024 Street and Water Department purchases using Bond and Water Utility Funding.

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Department of Public Works

February 14, 2024

2024 Street Dept. L90H Wheel Loader

The Street Dept. is looking to upgrade one of their front-end loaders this year. The machine would be capable of utilizing our current attachments such as our grabble bucket, set of forks, and our snow blade. The loader would be used for many tasks that are needed throughout the Village such as brush collection, refuse collection, spring/fall clean-up, cleaning of the Lebrun drop off site, loading water break material, snow removal, asphalt repairs etc.

The Villages equipment fund has this loader being replaced after 10 years. The loader that it will be replacing is 13 years old. The equipment replacement fund had estimated that a new loader would cost \$250,000 at the time of replacement. The 2 quotes that were received came in at a lower price.

I have attached a Sourcewell price and a price through our local dealer. The local dealer for this piece of equipment can give us a more competitive price at this time. Through Sourcewell the suppliers are locked in a contract for a set amount of time and must anticipate all price increases at the beginning of their contract. Our local dealer does not have to anticipate those increases and can give us the current market price of the loader. We feel that the trade in value we would get for our current loader is an appropriate price for the condition it is in.

Sourcewell

Volvo L90H wheel loader

Villages price	229,054
Trade in	<u>-42,000</u>
Total	187,054

Aring

Volvo L90H wheel loader

Villages price	225,763
Trade in	<u>-42,000</u>
Total	183,763

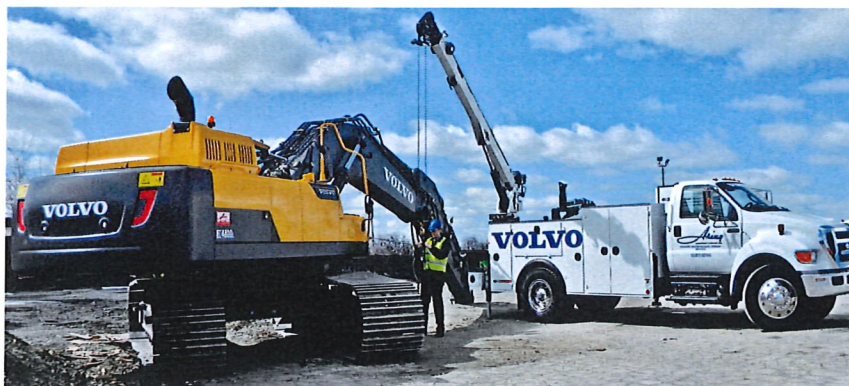
www.aringequipment.com

Butler, WI
13001 W Silver Spring Dr
Butler, WI 53007
262-781-3770

De Pere, WI
1800 N. Ashland Ave.
De Pere, WI 54115
920-336-3601

De Forest, WI
5005 Cake Parkway
De Forest, WI 53532
608-846-9600

Eau Claire, WI
2727 Alpine Rd
Eau Claire, WI 54703
715-835-6133



ALSO FEATURING:



Prepared For:

VILLAGE OF ALLOUEZ
1900 LIBAL STREET
GREEN BAY, WI, 54301

Quote

Quote No.	Q3145
Date	Jan 9, 2024
Valid Till	
Salesman	Scott Shield

Product Details	Unit Price	Quantity	Total
L90H WHEEL LOADER with Snow Plus tires	\$ 225,763.00	1	\$ 225,763.00
TRADE IN L90F	\$ -42,000.00	1	\$ -42,000.00

Sub Total	\$ 183,763.00
Sales Tax	\$ 0.00
F.E.T. Tax (If applicable)	
Grand Total	\$ 183,763.00

Terms & Conditions:

Notes:

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Department of Public Works

March 14, 2024

2024 Garbage Truck

The Street Department is in need of replacing two of its three existing garbage trucks this year. The replacement of the third and remaining truck to occur in 2025.

Our existing trucks utilize a Peterbilt 520 chassis with a LaBrie body of which to date we have had minimal problems with. The life expectancy of a garbage truck is 8 years. All three existing trucks are 10 years old.

Due to the condition of the garbage trucks and supply chain problems, the Village in 2022 moved to be placed on a waiting list to receive two trucks in 2024 and one in 2025.

Just recently, we were informed that 2 truck build slots have become available to the Village. The Village has until the end-of-March to the place order.

Below is the current sourcewell quoted truck cost. Please note that the cost of the truck is subject to price increases up to the time of delivery.

2024 Garbage Truck

520 Peterbilt chassis	\$200,737.77
Labrie body	<u>\$164,310.00</u>
Quoted Truck (1) Cost	\$365,047.77
Est. Sale of Existing	<u>-\$20,000.00</u>
Estimated Cost	\$345,047.77

$$\underline{2 \times \$345,047.77 = \$690,095.54}$$



Peterbilt of Wisconsin, Inc. dba JX Truck Center

201 Lawrence Drive
DePere WI 54115
(920) 337-2560

PURCHASE CONTRACT

Date: 3/11/24
Quote #: DE-04846
Type: Cash
Salesperson: Darren Simon
PO #:

Bill To: 00597
Village Of Allouez
1900 LIBAL STREET
GREEN BAY WI 54301
P:(920) 448-2800 | F:(192) 044-8285

Ship To:
Village Of Allouez
1900 LIBAL STREET
GREEN BAY, WI 54301

Stock#: TBD	VIN:TBD	0 PETERBILT 520	Price:	\$199,584.77
		PDI & DELIVERY - SOURCED GOODS		\$620.00
		FUEL SURCHARGE - SOURCED GOODS		\$213.00
			Per Unit:	\$200,417.77
<hr/>				
Stock#: TBD	VIN:TBD	0 PETERBILT 520	Price:	\$199,584.77
		FUEL SURCHARGE - SOURCED GOODS		\$213.00
		PDI & DELIVERY - SOURCED GOODS		\$620.00
			Per Unit:	\$200,417.77
<hr/>				
			Total Price	\$400,835.54
			Documentation Fee	\$300.00
			Title Fee	\$330.00
			Plate Fee	\$10.00
			Total	\$401,475.54

***** Peterbilt Motors Company Sourcewell Contract #060920-PMC. *****

Order Requirements:

- Signed specs w/ each page initialed
- Signed Purchase Contract
- Customer PO

No Flooring is included, payment for the chassis is expected upon chassis delivery/inspection to the body builder.
(body will be invoiced separately when delivered complete)

Price is not protected.
Delivery timeframe is not guaranteed.
Trade values subject to change depending on usage/condition.

IMPORTANT BUYER INFORMATION

1. **AS IS SALE.** Any warranties from a Manufacturer or other supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are direct from such Manufacturer or supplier, not Dealers, and only such Manufacturer or other supplier will be liable for performance under those warranties. All goods, services and Vehicles sold by Dealer are sold "AS IS." SEE TERMS AND CONDITIONS SECTION 10 ON REVERSE SIDE.
2. **TERMS AND CONDITIONS.** The terms and conditions for this purchase and sale are attached.
3. **NO ORAL AGREEMENTS.** There are no oral agreements regarding the Vehicle(s). Employees, salespersons and managers are not authorized to make any oral representations, agreements or promises about the Vehicle that are not in writing. Any oral representation, agreement or promise not in writing is not a part of this Order and is not binding on Dealer.
4. **NON-CANCELLABLE.** This transaction is non-cancellable after the Dealer and Buyer sign this Order except as otherwise provided herein.

Purchaser's Initials

Date**BUYER'S REPRESENTATIONS**

I have read all terms printed on the front and back of this Order, and I understand and agree to them as part of this Order. I understand that the front and back of this Order, including the Terms and Conditions, comprise the entire agreement for this purchase, and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I also certify that there are no unwritten agreements or understandings and that no credit has been extended by Dealer nor arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. There are no blanks on this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding lien amounts and details regarding the financing of the equipment listed on the face of this Order.

Purchaser's Initials

Date

TERMS AND CONDITIONS OF SALE

The Order on the reverse side hereof includes, and is subject to, the following terms and conditions:

1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the terms (a) "Dealer" means the dealership that owns or has a right to sell the Vehicle being sold; (b) "Buyer" means the party(ies) named on the reverse side as Buyer; (c)

"Manufacturer" means the company that manufactured the Vehicle or chassis; and (d) "Vehicle(s)" shall mean the vehicle(s) being purchased by Buyer listed on the reverse side of this Order. Dealer is not the agent of Manufacturer. Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally the contractual relationships between Dealer and Manufacturer regarding new vehicles.

2. **PRICE CHANGES; MANUFACTURER, BODY-BUILDER OR UPFITTER FEES, COSTS OR SURCHARGES:** Manufacturer, and certain body-builders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, bodybuilder or upfitter, regarding any available opportunity to cancel the Order.

3. **TRADE-IN REAPPRAISAL:** If a trade-in for the Vehicle(s) ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle(s), the trade-in will be reappraised at that time, and such reappraised value will determine the allowance made for the trade-in. If the reappraised value is lower than the original trade-in allowance shown on the front of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to both the delivery to Buyer of the Vehicle(s) ordered and the surrender of the trade-in Vehicle to Dealer.

4. **EVIDENCE OF TITLE FOR TRADE-IN; REQUIREMENTS FOR TRADE:** Buyer agrees to deliver to Dealer evidence of unrestricted title to any trade-in as a part of the down payment for the Vehicle(s) ordered. Buyer warrants and represents any trade-in to be Buyer's property free and clear of all liens and encumbrances, except as expressly noted on the front of this Order. Buyer warrants and represents that the trade-in was not in a prior accident or has not incurred any frame damage nor is it a municipal, salvage, damaged, rebuilt or flood vehicle, nor has it been the subject of any "lemon" claim. The Buyer further warrants and represents that the odometer of the trade-in was not altered or tampered with prior to its transfer to the Dealer. Additionally, the buyer certifies that all emissions including, but not limited to, the diesel particulate filter, EGR valves, and EGR coolers function properly and will pass industry tests and inspections. When equipped, model year 2008 and newer trade-ins must have a fully functional particulate filter capable of regeneration at normal factory intervals.

5. **TRADE-IN ALLOWANCE.** The trade-in allowance shown on the reverse side may not represent the actual cash value of the Buyer's trade-in(s). Buyer acknowledges that such allowance may be an over allowance for said trade-in(s) in lieu of an additional discount on the purchase price of the Vehicle(s). In the event of any dispute between Buyer and Dealer as it may relate to any trade-in(s) or return of any trade-in or rescission of this Order, Dealer's only obligation as to the trade-in(s) shall be the actual amount received from the sale of the trade-in, less a selling commission of 15% and any expenses incurred in storing, insuring, conditioning or advertising the trade-in for sale, will be returned to Buyer.

6. **TRADE IN PAYOFF.** Dealer has relied on information from Buyer and/or the lien holder of Buyer's trade-in(s) to determine the "Est. Lien Payoff" shown. Buyer understands that the such payoff is only an estimate and may not be the actual amount owed. Buyer directs Dealer to pay off the lien on the trade-in as soon as practical after closing on this transaction. If the payoff balance on the trade-in is greater than the estimated payoff shown, Buyer agrees upon demand to promptly pay the difference to Dealer. If the payoff balance is less than the estimated payoff shown, Dealer shall promptly pay the difference, in Dealer's sole discretion, to either Buyer's lender or Buyer. Buyer acknowledges and agrees that as of the date of this Order that Buyer is or will be transferring title to and ownership of the trade-in(s) to Dealer but that Buyer, and not Dealer, will remain responsible for amounts due to Buyer's lender or lien holder for the trade-in(s) until paid in full, which may be after the date of this Order. Buyer will indemnify and hold Dealer, and any of its shareholders, directors, officers, members, managers, employees, agents, representatives, attorneys, insurers, affiliates, parents, successors and assigns, from any and all claims arising out of, or relating to, amounts that are or become due to Buyer's trade-in lender or lien holder after the date of this Order and prior to the lender or lienholder being paid in full.

7. **BUYER INDEMNITY.** Buyer agrees to indemnify and hold Dealer, its directors, officers, agents, and employees harmless from any and all claims of liability and expenses, including but not limited to, injury to person or property, loss of profit, and reasonable attorney fees, arising out of or in connection with any breach of this Order, or of the Buyer's warranties, representations, and agreements contained in this Order, including but not limited to the representations concerning any trade-ins.

8. **BUYER DEFAULT PRIOR TO DELIVERY; LIQUIDATED DAMAGES:** Unless this Order is canceled by Buyer as allowed by these Terms and Conditions, upon failure or refusal of Buyer to accept delivery of the Vehicle(s) ordered or to otherwise comply with the terms of this Order, Dealer may, at its sole option and discretion cancel the Order and either: a) assess against Buyer liquidated damages of the greater of (i) 5% of the total price which would have been chargeable to Buyer at delivery, or (ii) the actual amount of any cash deposit made by Buyer; or b) decline such liquidated damages and to reserve its claims against Buyer for actual damages and for such other expenses and losses as Dealer may incur or suffer as a result of such default by Buyer, including consequential damages and lost profits. On either election, Dealer will be entitled to offset any cash deposit made by Buyer and, may further sell any trade-in and may offset the proceeds against the amounts due from Buyer. Buyer agrees and acknowledges that it has ordered the Vehicle(s) based on its own needs and for its own purposes and that such Vehicle(s) may not be subject to prompt resale, and that as such determination of actual damages may be delayed or difficult, and that as such the above stated liquidated damages are reasonable and appropriate for this transaction. Buyer further acknowledges and agrees that based on market conditions, such liquidated damages may prove insufficient to compensate Dealer for Buyer's failure to take delivery or other breach and that as such, Buyer has agreed to the above election of remedies as additional consideration to Dealer in agreeing to the Order.

9. **DESIGN CHANGES:** Manufacturer has reserved the right to change the design of any new Vehicle, chassis, accessory, or part at any time without notice, without the obligation to make the same or any similar change upon any Vehicle, chassis, accessory, or part previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. In the event of any such change by Manufacturer, Dealer has no obligation to Buyer to make the same or any similar change in any Vehicle, chassis, accessory, or part covered by this Order, either before or after delivery to Buyer.

10. **DELIVERY LIABILITY LIMITATION:** Dealer will not be liable for failure to deliver or delay in delivering the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer. Buyer agrees that Buyer is not entitled to recover from Dealer any consequential damages, damages to property, damages for the loss of use of the Vehicle(s), loss of time, loss of profits or income, or any other incidental damages which may result from failure to deliver or delay in delivery of the Vehicle(s) where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer, including, but not limited to, Manufacturer's failure to produce or deliver the Vehicle(s).

11. TAXES: The total taxable price for the Vehicle(s) ordered does not include sales, use, excise, or other taxes (Federal, State or local). Buyer assumes and agrees to pay, unless prohibited by law, any such taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability.

12. WARRANTY DISCLAIMER:

A. IN THE EVENT A VEHICLE IS EITHER A NEW VEHICLE, DEMONSTRATOR, OR A USED VEHICLE STILL SUBJECT TO A MANUFACTURER'S WARRANTY, DEALER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) ON SUCH VEHICLE. FURTHER, DEALER NEITHER MAKES NOR AUTHORIZES ANY OTHER PERSON TO MAKE ON DEALER'S BEHALF, ANY WARRANTY IN CONJUNCTION WITH THE SALE OF ANY VEHICLE. AS TO ANY MANUFACTURER'S WARRANTY WHICH MAY BE EXTENDED TO BUYER BY MANUFACTURER, DEALER SPECIFICALLY DISCLAIMS ANY LIABILITY THEREUNDER, SUCH MANUFACTURER'S WARRANTY BEING BETWEEN BUYER AND MANUFACTURER ONLY.

B. UNLESS A SEPARATE WRITTEN INSTRUMENT SHOWING THE TERMS OF ANY DEALER WARRANTY OR SERVICE CONTRACT IS FURNISHED BY DEALER TO BUYER, ALL VEHICLES ARE SOLD "AS IS," AND THE DEALER DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

C. IN THE EVENT A VEHICLE IS A USED VEHICLE SUBJECT TO FEDERAL TRADE COMMISSION RULES REQUIRING THE POSTING OF A "BUYER'S GUIDE" THE INFORMATION ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT, INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THIS ORDER.

D. Buyer has selected the Vehicle(s) and any configuration or options, and has not relied on the Dealer for such selection.

E. Dealer is not part of any aftermarket or third-party service contract or warranty which may be sold by Dealer. Buyer will look only to the third-party seller of any such aftermarket service contract or warranty, and not to Dealer, for any remedy or recourse.

13. DAMAGE DISCLOSURE:

A. NEW VEHICLE. DEMONSTRATOR. EXECUTIVE OR MANUFACTURER'S VEHICLE OR PROGRAM VEHICLE: Damage to a new Vehicle (including to all mechanical components, electrical components, sheet metal, paint, trim or other appearance items) may occur either at the factory during assembly, while the Vehicle is being transported to Dealer, or while in Dealer's possession awaiting sale. Normally, any damage which occurs during assembly is detected and corrected at the factory during the inspection process. Damage which has been repaired by the Manufacturer prior to delivery to Dealer, since generally unknown to Dealer, will not be disclosed.

B. USED VEHICLES: Since a used Vehicle has been subject to use and possibly to body and mechanical damages, the Vehicle may have been subject to repairs for mechanical reasons or to enhance appearance for sale. Such repairs may include body work and painting of the Vehicle. Since (i) Buyer has the right to inspect the Vehicle, (ii) Dealer generally lacks knowledge of all prior repairs, and (iii) there is uncertainty as to what may be deemed material to Buyer. Dealer makes no representations as to former damage or as to whether the Vehicle was in a prior accident, bad frame damage or incurred any other damage that would affect the condition of the vehicle or its value.

14. ODOMETER DISCLAIMER: The mileage shown on the odometer of the Vehicle(s) sold or leased is believed by Dealer to be the actual mileage of the Vehicle(s) unless otherwise disclosed. However, Dealer makes no warranties or representations as to the actual mileage that the Vehicle has been driven, and expressly disclaims any liability for damages which may be asserted by Buyer, or Buyer's transferees or assigns, in the event the mileage shown is incorrect. Should the vehicle subject to this Agreement be subject to the Federal Odometer Statute, the Odometer Statement provided by the Dealer shall control.

15. COLOR OR EQUIPMENT CHANGE: If the Vehicle(s) ordered is received by Dealer with a different color or equipment, Buyer will be notified. If Dealer and Buyer reach an agreement as to purchase of the Vehicle(s), a new Order shall be completed by Dealer and Buyer covering the Vehicle(s) received; and the new Order will take the place of this Order and this Order will be null and void.

16. OTHER DOCUMENTS: The Buyer, before or at the time of delivery of the Vehicle, will sign such other documents as may be required by the terms and conditions of payment indicated on the front of this Order.

17. SAVINGS CLAUSE. GOVERNING LAW AND VENUE: Any provisions of this Order prohibited by State or Federal Law will be ineffective to the extent of such prohibition, but shall not invalidate the remaining provisions of this Order. This Order shall be governed by the laws of the State in which it is written, and Buyer agrees that the state court of the county in which the Dealer is located shall be the court of exclusive jurisdiction and venue with respect to any disputes arising from or related to this Order.

18. ARBITRATION: Any dispute arising out of or relating to this Order shall be resolved by binding arbitration before a single arbitrator pursuant to the Arbitration Rules of Resolute Systems, Inc. in effect on the date of this Order. Buyer acknowledges that in partial consideration for the agreements, covenants and representations of the parties hereto that he/she/it has or shall upon signing this Order or thereafter upon presentment by Dealer sign a separate arbitration agreement with Dealer, the terms and conditions of which are incorporated in this Order and made a part hereof.

19. FINANCING. Dealer intends to assign to a third-party lender any retail installment contract executed by Buyer for the purchase of the Vehicle(s). Buyer understands and agrees that Dealer SHALL NOT BE OBLIGATED TO SELL the Vehicle(s) to him/her/it unless a third-party lender accepts the assignment of the retail installment contract signed by the Buyer. The Order and retail installment contract may be cancelled at any time by Dealer, if Dealer determines in its sole discretion that it cannot obtain third party lender approval and may be cancelled by either party within twenty-one (21) days hereafter if such approval is not obtained on the agreed terms within such time. Additional terms may apply as set out in the retail installment contract and/or a finance rider. Buyer agrees to provide Dealer with a true, correct and complete credit application and cooperates fully in obtaining financing, including providing supporting documentation and Buyer acknowledges that Dealer is solely relying on the accuracy of such information. In the event the Order is terminated as provided herein, Dealer shall return any monetary deposit made by Buyer to Dealer and Buyer agrees to return the Vehicle(s) to Dealer upon demand. In the event that Buyer does not return the Vehicle(s) as required herein, the Dealer may repossess the Vehicle(s) and Buyer shall be liable for all costs, expenses and reasonable attorneys' fees incurred by Dealer related to such repossession and any damages to the Vehicle(s).

20. FAILURE TO DELIVER TRADE-IN VEHICLE OR TITLE. If Buyer fails to deliver any trade-in or good title to such Vehicle(s) on or before the time of delivery of the Vehicle(s) to Buyer, this Order shall remain in full force and effect unless cancelled by the Dealer, except that at the election of the Dealer, there shall be immediately due and payable from the Buyer to Dealer the amount of the gross-trade in allowance plus all applicable taxes.

21. SECURITY INTEREST IN TRADE-IN. By signing this Order, Buyer grants to Dealer a security interest in the trade-in Vehicle(s) to secure Buyer's obligations under this Order and the other documents executed herewith. In the event of a breach of the Order by the Buyer, Dealer may exercise all rights of a secured party under the Uniform Commercial Code with respect to the trade-in. Buyer agrees to execute any and all documents reasonably required by Dealer to perfect Dealer's security interest granted herein.

22. **PROMISSORY NOTE/ADDITIONAL CHARGES.** Any additional sums due pursuant to the terms of this transaction may be evidenced by a promissory note executed by Buyer in favor of Dealer. In the event any payment made by Buyer to Dealer is in the form of a check which is dishonored for any reason, Buyer shall pay a service charge to Dealer in the amount of \$100.00 plus any and all other compensatory and any other credit related costs under applicable law.

23. **SUCCESSION.** This Order is binding and shall inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors, and assigns, except that Buyer may not assign this Order or any interest therein, in whole or in part, without the prior written consent of Dealer.

24. **REBATE.** If a rebate from the Manufacturer is reflected on the reverse side of this Order, Buyer understands that such rebate is being subtracted from the total amount due as a courtesy to the Buyer. If Buyer does not qualify for the Manufacturer's rebate indicated on this Order, Buyer agrees to pay the amount of the rebate plus applicable taxes to Dealer within three (3) days after demand by Dealer.

25. **OTHER DOCUMENTS; CORRECTION.** The Buyer shall at any time upon demand by Dealer, even if such demand is after the date of this Order, execute such forms, agreements, or other documents as may be reasonably required to complete the transaction contemplated by this Order, or to evidence correction of mathematical or scrivener's errors.

26. **REPOSSESSION.** In addition to any other remedies that may be available to Dealer, in the event Buyer is unable to secure financing to purchase the Vehicle(s), Buyer's down payment check(s) do not clear or are not honored, or Buyer is otherwise in default of this Order or other written agreement related hereto, prior to full payment to dealer, and Buyer refuses to return the Vehicle(s) as required herein, Buyer authorizes Dealer to repossess the Vehicle(s) with or without legal process pursuant to applicable law.

27. **RIGHT TO INSPECT-FINAL ACCEPTANCE OF VEHICLE.** The Buyer acknowledges that he/she/it has been given an opportunity to thoroughly inspect the Vehicle(s) prior to taking delivery and that by taking delivery the Buyer accepts the Vehicle(s) in the condition on the date of this Order with all defects or non-conformities. For pre-owned Vehicle(s), except as otherwise required by law, Buyer accepts the Vehicle(s) in an "AS IS" condition. Receipt of delivery of the Vehicle(s) hereunder constitutes the Buyer's acknowledgment that the Vehicle(s) conforms to this Order and constitutes the Buyer's unqualified acceptance of the Vehicle(s), including pursuant to Section 2-606 of the Uniform Commercial Code.

28. **LIMITATIONS ON TIME PERIOD IN WHICH BUYER CAN FILE A LAWSUIT OR ARBITRATION CLAIM (AS APPLICABLE) AGAINST THE DEALER:** Buyer agrees that any arbitration claim (if applicable) or lawsuit arising out of or related to the purchase or lease of the Vehicle(s) described herein against the Dealer must be filed no more than 365 days after the date of the delivery of the Vehicle. While Buyer understands that the statute of limitations for claims arising out of the purchase of the Vehicle(s) may be longer than 365 days, Buyer agrees to be bound by the 365 day period of limitations as set forth herein, and BUYER WAIVES ANY STATUTE OF LIMITATIONS TO THE CONTRARY. This provision shall not apply to any action to enforce any retail installment contract, if any, executed in connection herewith.

29. **NOTICE TO DEALER OF DEFECTS OR CLAIM.** Buyer agrees to give Dealer prompt written notice, but in no event more than twenty-one (21) days after discovery, of any alleged defect or nonconformity related to the Vehicle(s) and afford Dealer, in its sole discretion, the reasonable opportunity to correct or repair such defect or nonconformity.

30. **TITLE.** The parties hereto agree that the title to the Vehicle(s) shall not pass to the Buyer until such time as Buyer has fully performed all of his/hers/its obligations contained herein.

31. **VEHICLE EMISSION LAW.** Dealer makes no representations or warranty that the Vehicle(s) sold hereunder passed, or will pass, any inspection required by any state vehicle emission inspection law. Compliance is the responsibility of the Buyer.

32. **CONSEQUENTIAL DAMAGES.** Buyer shall not be entitled to recover from Dealer any consequential or incidental damages for loss of use, loss of time, loss of profit or income, or any other incidental damages including, without limitations, any damages arising from liability on breach of warranty, contract, tort, strict liability or any other statutory or common law theory of liability or punitive damages.

33. **ATTORNEYS FEES.** In the event of any breach of this Order or default by Buyer, Dealer shall be entitled to collect all costs and expenses incurred by Dealer, including, but not limited to, reasonable attorneys' fees from Buyer, in addition to any other damages permitted by law, related to the enforcement of this Order.

34. **SEVERABILITY.** Buyer and Dealer agree that if any portion of this Order is deemed unenforceable, or is contrary to any applicable statute, administrative code, or state mandated form of agreement or contract, then only that portion of the Order shall fail, the remainder of the Order shall remain in force.

35. **WAIVER OF CLASS ACTION.** TO THE EXTENT PERMITTED BY LAW, BUYER AGREES NOT TO BRING, JOIN, OR PARTICIPATE IN ANY CLASS ACTION AS TO ANY CLAIM, DISPUTE, OR CONTROVERSY AGAINST DEALER, ITS EMPLOYEES, OFFICERS, DIRECTORS, AND ASSIGNS. BUYER AGREES TO THE ENTRY OF INJUNCTIVE RELIEF BARRING ANY SUCH ACTION AND TO PAY ALL OF DEALER'S ATTORNEYS' FEES AND COURT COSTS INCURRED IN SEEKING SUCH RELIEF. THIS PROVISION DOES NOT CONSTITUTE A WAIVER OF BUYER'S RIGHTS AND REMEDIES TO PURSUE A CLAIM INDIVIDUALLY AS OTHERWISE AGREED TO BETWEEN THE PARTIES.

36. **WAIVER OF JURY TRIAL.** THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS ORDER OR RELATED, DIRECTLY OR INDIRECTLY, TRANSACTION HEREUNDER AND AGREES THAT ANY ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE MANAGER.

Village Of Allouez

Purchaser's Name

Sales Representative

Purchaser's Signature

Date

Manager

AGREEMENT AND ACKNOWLEDGMENT
REGARDING PRICE INCREASES, SURCHARGES, FEES AND COSTS

Vehicle Order: _____ DE-04846 _____

Buyer: Village Of Allouez

Dealer: Peterbilt of Wisconsin, Inc. dba JX Truck Center

Date: 3/11/24

Dealer, and its manufacturers, bodybuilders, upfitters and other suppliers are experiencing unprecedented cost increases resulting from global supply shortages, including the pandemic, increased demand for electronic chips, and scarcity of certain raw materials. Dealer is faced with incredible volatility in its business, accordingly, particularly for non-commodity units and chassis. In order to manage that volatility, and to enter into the above vehicle order, Dealer requires the right to pass such increases through to the Buyer. Accordingly, and as additional consideration to Dealer relative to the above-referenced sale, the parties agree that Manufacturer, and certain bodybuilders and upfitters, have reserved the right to change the price to Dealer of new vehicles and or to impose fees, costs or surcharges, without notice. In the event the price to Dealer of the Vehicle(s) is increased by Manufacturer, or a body-builder or upfitter, if applicable, prior to delivery of the Vehicle(s) ordered by Buyer, or Manufacturer, a body-builder or upfitter imposes fees, costs or surcharges, Dealer reserves the right to change the total delivered price of the Vehicle(s) to Buyer to pass thru such fees, costs or surcharges, accordingly, but without markup, overhead or profit to Dealer. Dealer will use reasonable efforts to promptly notify Buyer on receipt of notice of such increase, or imposition of fees costs or surcharges. Any such increase, or imposition of fees, costs or surcharges will not give rise to any right to cancel the Order, provided, however, that as a courtesy, and not as a matter of contractual obligation, Dealer may work with Buyer, and the applicable Manufacturer, body-builder or upfitter, regarding any available opportunity to cancel the Order.

This Agreement and Acknowledgment Regarding Price Increases, Surcharges, Fees and Costs will govern over any other or conflicting document on the issue of pricing and price increases.

DEALER:

Peterbilt of Wisconsin, Inc. dba JX Truck Center

201 Lawrence Drive
DePere WI 54115

BUYER:

Village Of Allouez

1900 LIBAL STREET
GREEN BAY, WI 54301

By: _____

Print: _____

By: _____

Print: _____



R.N.O. W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Quote Number: 2023-8216

Quote Date: Jun 6, 2023

Page: 1

Voice: 414-541-5700

Fax: 414-543-9797

Quoted To:


VILLAGE OF ALLOUEZ
1900 LIBAL ST
ALLOUEZ, WI 54301
USA

Accepted By: _____

Sign above to accept quotation and place order


Customer Fax: 920-448-2850

Customer ID	Good Thru	Payment Terms	Sales Rep
ALLOUEZ	7/6/23	DUE ON DELIVERY	CH

Quantity	Item	Description	Unit Price	Amount
2.00	 L-AUTOMIZER	REFUSE BODY - AUTOMATED Automizer Right Hand 31 Cubic Yard (27 + 4) Automizer TTD - Tip to Dump CHASSIS INFORMATION / OPTIONS - Body: 1 Color Urethane Body Paint Included in unit base price. Includes bolt-on parts painted body color White to Match Customer Supplied Peterbilt Chassis LIFTING OPTIONS - Standard Height Gripper - Right-Hand, Basic Arm, "32 to 95 US gal" - Arm out alarm at 6 km/h - 4 mph - Spill shield on Gripper HOPPER AREA	160,810.00	321,620.00

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Quote Number: 2023-8216

Quote Date: Jun 6, 2023

Page: 2

Voice: 414-541-5700

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1900 LIBAL ST
ALLOUEZ, WI 54301
USA

Accepted By: _____

Sign above to accept quotation and place order


Customer Fax: 920-448-2850

Customer ID	Good Thru	Payment Terms	Sales Rep
ALLOUEZ	7/6/23	DUE ON DELIVERY	CH

Quantity	Item	Description	Unit Price	Amount
		- Crusher Panel (1) - Crusher Panel Full Width - RAM Type Packer Panel CONSOLES AND CONTROLS - Single Arm Joystick NON-Moveable HYDRAULIC OPTIONS - JIC Hydraulic Fittings - Dual Pump Denison T6DC Work-at-Idle (Front) - Hydraulic Tank Mounted on Chassis - Electric Over Hydraulic Body Main Valve ACCESSORIES - Standard Tailgate Seal LIGHTING OPTIONS		

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued



R.N.O.W., Inc.
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West Allis, WI 53227

QUOTATION

Quote Number: 2023-8216

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Page: 3

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ALLOUEZ, WI 54301
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Customer Fax: 920-448-2850

Customer ID	Good Thru	Payment Terms	Sales Rep
ALLOUEZ	7/6/23	DUE ON DELIVERY	CH

Quantity	Item	Description	Unit Price	Amount
		- Add. Lights on Tg.: 2/3 Lightbar + Central Brake Light+ Multifunctions Lights (4) (X Pattern) - Light Bar on Tailgate 1/2 - Whelen 500 Facing Rear (5), Whelen 500 Facing Sides (2) - Work Light Package - LED (2) - Hopper Streetside (1) - Rail Curbside (4) - Strobe Light Beacon Style on Tg. over Upper S/T/T Lights (If Appl.) Centered - Whelen L10HAP (1) - Strobe light- Body front- Center- Single- LED- Amber- High profile- Beacon style- Whelen- #L10HAP CAMERA SYSTEM - Triple 3rd Eye Cameras (3) With Heater/ Without Shutter - Tailgate Center 2/3 (1) - Pointing Back - Hopper Streetside (4) - Pointing Curbside - Mirror Streetside (15) - Pointing Back		

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued



R.N.O.W., Inc.
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Quote Number: 2023-8216

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Page: 4

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ALLOUEZ, WI 54301
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Customer Fax: 920-448-2850

Customer ID	Good Thru	Payment Terms	Sales Rep
ALLOUEZ	7/6/23	DUE ON DELIVERY	CH

Quantity	Item	Description	Unit Price	Amount
		- 3rd Eye 7" Color Monitor (Included in Camera System Base Price) - Cab Upper Right Corner (Curbside) - Monitor Mounting Brackets for Labrie Standard Installation ELECTRICAL SERVICE & MAINTENANCE OPTIONS - 12V Body Electrical System UNIT APPEARANCE / PAINT - Urethane Body Paint - One (1) Coat of Urethane Primer - Paint Chassis Components same Color as Chassis - Rubber Mud Guards - Rear of Rear Axle - Mud Guards with Labrie Logo - Informative Decals English DISCOUNT		

Thank you for the opportunity to quote

SUBMITTED BY


Steven D. Krall
President

Subtotal	Continued
Sales Tax	Continued
Freight	Continued
TOTAL	Continued



R.N.O.W., Inc.
8636R West National Avenue
West Allis, WI 53227

QUOTATION

Quote Number: 2023-8216

Quote Date: Jun 6, 2023

Page: 5

Voice: 414-541-5700

Fax: 414-543-9797

Quoted To:

VILLAGE OF ALLOUEZ
1900 LIBAL ST
ALLOUEZ, WI 54301
USA

Accepted By: _____

Sign above to accept quotation and place order

Customer Fax: 920-448-2850

Customer ID	Good Thru	Payment Terms	Sales Rep
ALLOUEZ	7/6/23	DUE ON DELIVERY	CH

Quantity	Item	Description	Unit Price	Amount
2.00	DISCOUNT	Multiple Unit Order Discount <i>PLEASE NOTE THAT PRICING IS SUBJECT TO CHANGE QUOTE GOOD FOR 30 DAYS AS OF 06-06-2023 FINAL QUOTE PRICE PROVIDED IF ORDERED AFTER JULY 6, 2023. CHASSIS DELIVERY MAY ALSO RESULT IN PRICING CHANGE IF DELIVERY OF CHASSIS IS EXPECTED IN AFTER FIRST QUARTER OF 2024.</i>	2,000.00	-4,000.00
				

Thank you for the opportunity to quote

SUBMITTED BY _____

Steven D. Krall
President

Subtotal	317,620.00
Sales Tax	
Freight	11,000.00
TOTAL	328,620.00

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

February 14, 2024

2024 Trackless MT7

The Street Dept. is looking to upgrade one of their municipal tractors this year. The machine would primarily be used for the clearing of snow from public sidewalk and at public corners (i.e. curb ramps). The street dept. will also be utilizing it for the cutting of weeds/grass at the Lebrun Yard and for spring/fall clean-up. This piece of equipment would be compatible with our current attachments (snowblower, sweeper, snow blade, flail mower) as it uses the same coupling system as our other MT7.

The Villages equipment fund has this machine being replaced after 15 years of use. Our current machine is 18 years old. The equipment replacement fund had estimated that a new municipal tractor would cost 183,000 at the time of replacement. The quote that was given to us by our local dealer who also has the contract through sourcewell came in at a lower price then we estimated.

Attached is the price of a new MT7 trackless that was quoted through sourcewell. The quote also includes a new 5' angle plow. Our current angle blade was purchased 23 years ago. In its current condition, it is our opinion that it needs to be replaced.

Macqueen Equipment (sourcewell)

2024 Trackless MT7 Municipal Tractor

Villages price	159,890
5' Angle Plow	<u>+ 6,319</u>
Total	166,209



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: VILLAGE OF ALLOUEZ
1900 LIBAL STREET
ALLOUEZ WI 54301

Invoice To: VILLAGE OF ALLOUEZ
1900 Libal St
Allouez WI 54301

Branch 02 - MENOM FALLS WI		
Date 02/01/2024	Time 11:59:27 (O)	Page 1
Account No ALLOU001	Phone No 9204482800	Est No 09 Q01077
Ship Via		Purchase Order TRACKLESS
Tax ID No		
GRANT WEGNER		Salesperson 173

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 02/29/2024 Amount

NEW 2024 TRACKLESS MT7 MUNICIPLE TRACTOR 159890.00

STANDARD EQUIPMENT INCLUDES-----

- John Deere 4045 T4 Final Engine - 74hp
- Liquid Cooled
- Front PTO - 1-3/8 6spline, 540rpm
- Sauer Danfoss Transmission
- Two Speed Mechanical Transmission
- 4WD
- Dana 60 Axles
- 7000lb Axles Capacity
- Hydraulic Brakes
- Remote Access WIFI Diagnostics
- Tilt Steering Wheel
- 8' Turning Radius
- Auto Safety Shutdown
- Digital Dash: Tach w/hr Meter, Water Temp, Oil Pressure, Voltage, Hydraulic Oil Temp, Fuel Gauge
- ROPS J1040-C SAE Cab
- Air Ride 4-Way Seat
- Climate Control - AC/Heat - True HVAC
- Intermittent Front Wiper and Washer
- Rear Wiper and Washer
- Reversing Engine Fan
- 1yr Parts and Labor Warranty Standard

OPTIONAL EQUIPMENT INCLUDES-----

- Front Diff Lock
- Ride Control
- On-Board Wifi Diagnostics

Sale # 01 Subtotal: 159890.00
Total: 159890.00

NEW TRACKLESS 5' ANGLE PLOW 6319.00

VisitUsOnline
www.macqueengroup.com



MACQUEEN
EQUIPMENT



MACQUEEN
EMERGENCY

MacQueen Equipment
N60 W15835 Kohler Lane
Menomonee Falls, WI 53051
262-252-4744 • 800-252-4799

Ship To: VILLAGE OF ALLOUEZ
1900 LIBAL STREET
ALLOUEZ WI 54301

Invoice To: VILLAGE OF ALLOUEZ
1900 Libal St
Allouez WI 54301

Branch 02 - MENOM FALLS WI		
Date 02/01/2024	Time 11:59:27 (O)	Page 2
Account No ALLOU001	Phone No 9204482800	Est No 09 Q01077
Ship Via		Purchase Order TRACKLESS
Tax ID No		
GRANT WEGNER		Salesperson 173

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 02/29/2024 Amount

- Includes Attach Kit

Sale # 02 Subtotal: 6319.00
Total: 6319.00

Subtotal: 166209.00

Authorization: _____

Quote Total: 166209.00

QUOTED PRICES ARE BASED ON CURRENT COSTS AND THEREFORE SUBJECT TO CHANGE
WITH WRITTEN NOTICE TO ACCOUNT FOR PRICING CHANGES BEYOND SELLER'S CONTROL

PRICING PER SOURCEWELL CONTRACT 093021-ELG
VILLAGE OF ALLOUEZ SOURCEWELL #42334
PRICE INCLUDES - FREIGHT, PDI, DELIVERY AND OPERATOR
TRAINING

THANK YOU FOR THE OPPORTUNITY TO QUOTE!
GRANT WEGNER - TERRITORY MANAGER
MACQUEEN EQUIPMENT - WI
920-327-9777 | grant.wegner@macqueengroup.com

VILLAGE OF ALLOUEZ

Allouez Village Hall • 1900 Libal Street • Green Bay, Wisconsin 54301-2453
Phone No.: (920) 448-2800 • Fax No.: (920) 448-2850

Department of Public Works

February 14, 2024

2024 Water Utility Truck Purchase

The Water utility Dept. is looking to upgrade 2 of their pick-up trucks. One will be a Ford F-150 and the other will be a F-250. Some of the tools and equipment that the F-150 will be carrying include locating devices, valve keys, valve wrenches, shovels, paints, hydrant tools, misc. repair parts and safety roadside equipment such as cones and barricades. The F-250 will also be carrying the same tools and equipment along with being retrofitted with a plow to keep the lift stations cleared of snow. In addition to the lift stations it will also be used to make sure fire hydrants are clear and visible during the winter months.

The Village's equipment plan has both these trucks being replaced as the current F-150 is 11 years old and the F-250 is 15 years old. The F-150 will be repurposed to the street dept. It will replace their current truck that has 20 years of use on it. The F-250 is a 15 year old truck and will also be repurposed. It will replace the water dept. valve turning vehicle. The current valve turning truck they are using is 27 years old.

It is the opinion of staff that a full-size truck with an extended cab will best suit their needs. They will be equipped with a tool box in the bed of the truck to keep their tools out of the weather. They will also have a sprayed in bed liner to protect the truck beds and to keep the tools from sliding around. They also feel that an extended cab is needed to keep more sensitive equipment like maps, plans and computers out of the elements.

2024 Water Dept. F-150

Ewald Automotive Group (Vendornet)

2024 Ford F-150 XL 4WD Supercab 6'5" box
MSRP \$48,899
Village of Allouez price \$43,340

Dorsch Ford (Local Dealer)

2024 Ford F-150 XL 4WD Supercab 6'5" box
MSRP \$48,765
Village of Allouez price \$47,075

National Auto Fleet Group (Sourcewell)

2024 Ford F-150 XL 4WD Supercab 6'5" box
MSRP \$48,765
Village of Allouez price \$47,401.52

Accessories

\$625 line X bed liner

2024 Water Dept. F-250

Ewald Automotive Group (Vendornet)

2024 Ford F-250 Supercab 8' box
MSRP \$53,899
Village of Allouez price \$48,745

Dorsch Ford (Local Dealer)

2024 Ford F-250 Supercab 8' box
MSRP \$53,410
Village of Allouez price \$52,688

National Auto Fleet Group (Sourcewell)

2024 Ford F-250 Supercab 8' box
MSRP \$53,775
Village of Allouez price \$51,805.68

Accessories

\$2500 truck side set up for plow
\$775 line X bed liner