

HABERSHAM COUNTY BOARD OF COMMISSIONERS
EXECUTIVE SUMMARY

SUBJECT: Purchase One (1) 2022 Diamond Boom Mower

DATE: July 8, 2022

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

ANNUAL-

☐ **OTHER**

CAPITAL- \$73,250.00 (SPLOST VII)

COMMISSION ACTION REQUESTED ON: July 18, 2022

PURPOSE: To request Commission approval to purchase one (1) 2022 Diamond Boom Mower for the Road Department.

BACKGROUND / HISTORY: The Road Department is requesting Commission approval to purchase one (1) 2022 Diamond Boom Mower for the Road Department. This is a new 23 Ft. Cradle Boom Mower to replace the one that was on Unit #6505 John Deere tractor. The Road Department would request to use the remaining \$26,000.00 in SPLOST funds earmarked in FY23 and \$47,250.00 of the \$136,000.00 earmarked in the FY24 for Tractor/Boom Mower.

FACTS AND ISSUES:

- a. 2022 Diamond 23 Ft. Rear Cradle Boom Mower / Delivery would be late November, early December.
- b. This request of \$73,250.00 in SPLOST VII funds is within the budget.

OPTIONS:

- 1) Approve purchase of one (1) 2022 Diamond 23 Ft. Rear Cradle Boom Mower for Road Department.
- 2) Deny purchase of one (1) 2022 Diamond 23 Ft. Rear Cradle Boom Mower for Road Department.
- 3) Commission defined alternative.

RECOMMENDED SAMPLE MOTION: Move to approve purchase of one (1) 2022 Diamond 23 Ft. Rear Cradle Boom Mower for Road Department.

DEPARTMENT:

Prepared by:

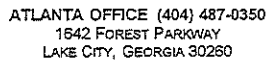
Director _____

**ADMINISTRATIVE
COMMENTS:**

County Manager **DATE:** _____

QUOTES

Atlantic & Southern Equipment LLC	\$73,250.00 (Delivery Nov/Dec)
Nelson Tractor Company	\$83,047.00 (Delivery Nov/Dec)
Bush Hog	Non-compatible (Rear Mount)



TIFTON, GA 4186 HWY 82 WEST TIFTON, GEORGIA 31794 (229) 396-5988
 DOTHAN, AL 1923 KINSEY ROAD DOTHAN, ALABAMA 36303 (334) 793-9776
 GOLDSBORO, NC 1504 HIGHWAY 117 SOUTH GOLDSBORO, NORTH CAROLINA (919) 734-0781
 BIRMINGHAM, AL 2350 ALTON ROAD BIRMINGHAM, ALABAMA 35210 (205) 951-6556
 KNOXVILLE, TN 1500 HARRIS ROAD KNOXVILLE, TENNESSEE 37924 (615) 698-2083
 MOBILE, AL 6488 RANGELINE ROAD THEODORE, ALABAMA 36582 (251) 443-5229

[illegible]

* STANDARD & EXTENDED WARRANTIES DO NOT INCLUDE ANY TRAVEL TIME AND/OR MILEAGE COVERAGE *

*** ALL USED EQUIPMENT IS SOLD "AS-IS WHERE-IS" WITH NO WARRANTY EXPRESSED OR IMPLIED ***

TRADE-IN INFORMATION						
YEAR	MAKE	MODEL	SERIAL NUMBER	AMOUNT	PAY-OFF	NET
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
NET TRADE AMOUNT						\$0.00

MACHINE TOTAL	\$73,250.00
LESS NET TRADE	\$0.00
SUBTOTAL	\$73,250.00
0.000% TAX	\$0.00
DOWNPAYMENT	\$0.00
TOTAL AMOUNT DUE	\$73,250.00
AMOUNT FINANCED	
FINANCED WITH	

CUSTOMER AND ATLANTIC & SOUTHERN EQUIPMENT, LLC - AGREEMENT APPROVAL

Lessee authorizes Atlantic & Southern to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Lessee represents and warrants that the information provided herein or in connection with this agreement, including, but not limited to, their name, residence or state of incorporation or formation, and tax identification numbers, is true and correct.

"By signing below, Buyer/Lessee acknowledges that they have received the two pages of this document and agrees to: (1) the terms and conditions set forth on both pages of this document and any addendums attached hereto; (2) pay all applicable taxes which may be levied or assessed; and (3) pay for all damages to the equipment.

Customer Printed Name _____	A&S Sales Rep _____	TAYLOR GROUT
Signature & Date _____	Sales Dept. Approval _____	
Customer's Title _____	Credit Dept. Approval _____	
Purchase Order No. _____	Contract Number _____	

QUOTATION & INVOICING ORDER - ADDITIONAL TERMS & CONDITIONS

Atlantic & Southern Equipment, LLC (A&S) and the Customer named on page 1, agree that the following terms and conditions will apply to all goods and/or services sold by A&S to Customer covered by this QUOTATION. All goods and/or services are sold by A&S to Customer on the following terms and conditions:

1. Proposals & Purchase Orders.

- A. The terms and conditions set forth herein can be modified or rescinded only in writing signed by A&S. No term, provision or condition stated by Customer in a purchase order or elsewhere will be binding on A&S if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein. If a conflict exists in the terms of Customer's purchase order and the terms herein, the term stated herein will govern. A&S's failure to object to provisions in Customer's purchase order will not be deemed a waiver or modification of any of the terms and conditions set forth herein.
- B. Unless expressly stated in the proposal, all prices stated in A&S's proposals are, in all events, subject to change without notice.
- C. The designs and specifications of all goods sold are subject to change without notice and, in the event of any changes, A&S will have no obligation to make similar changes in goods that Customer previously ordered.
- D. A&S is under no obligation to provide financing to Customer. Financing is subject to credit approval by A&S and/or other independent financing company(s).

2. Delivery.

- A. No delay in shipment or delivery will give rise to any liability for damages, including but not limited to incidental or consequential damages, and Customer waives and releases any such claim. Customer's acceptance of goods also constitutes a waiver of any claim for delay.
- B. Notwithstanding any other provision to the contrary, A&S may, without liability, at any time withhold or terminate performance pending: (1) receipt of evidence of the authority of individuals signing on Customer's behalf; (2) investigation of Customer's credit; (3) any assurances of payment that A&S deems necessary; (4) receipt of Customer's purchase order; or (5) other documentation or information, Customer warrants that any and all documents or information that Customer provides A&S are true and accurate.
- C. Goods may be subject to sale by A&S to third-party prior to A&S's execution of this order.
- D. Customer will inspect the goods at the time of delivery and will notify A&S in writing of any claims or defects within two business days after delivery. Failure of Customer to give written notice of a claim within the time period above will be conclusively deemed to be a waiver of that claim and Customer will have waived any right to reject the goods or to revoke acceptance of the goods. In no event may Customer setoff payment for any rejected or revoked acceptance goods against payment due on goods excepted.
- E. The risk of loss or damage to goods will pass to Customer when placed with a common carrier at the F.O.B. point for delivery to Customer. Insurance against loss or damage to the goods during shipment is Customer's responsibility.
- F. Customer confirms A&S has instructed Customer in the operation, routine servicing, and safety precautions of the purchased goods.

3. Payment.

- A. Customer agrees to pay for all goods purchased on delivery of the goods to Customer, unless otherwise stated in A&S's proposal or invoice for the goods purchased.
- B. There will be no extension of or change in the time for payment due to delays in installation & operation of goods caused by damage, warranty service or warranty replacement of parts.
- C. All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use, or shipment of the goods sold, now or subsequently becoming effective, and if not included in the invoice for the goods, that amount may be invoiced later.
- D. This transaction is on F.O.B. shipping point terms. Unless otherwise specified in writing, the purchase price for goods does not include delivery, shipping, transportation, setup, and installation charges, which will be paid by Customer.
- E. Customer will be conclusively deemed to have accepted and agree to any invoice from A&S (including but not limited to the price, quantity, quality, and a description of goods as stated on the invoice and any and all terms, provisions, conditions, agreements, representations and warranties on the invoice), unless A&S receives written objection to the invoice from Customer within five business days after the date the invoice is sent to Customer.

4. Deposit & Cancellation.

- A. All sales are final and may not be revoked, canceled or returned by Customer. Unless otherwise agreed, a cancellation fee of 15 percent ("Cancellation Fee") of the Total Purchase Amount herein will be due and payable by Customer in the event that Customer cancels this QUOTATION prior to delivery.
- B. A nonrefundable deposit of the purchase price may be required herein. In the event a deposit is paid by Customer, it will be applied towards the final purchase, or in an event of a cancellation, the nonrefundable deposit will be applied against the Cancellation Fee.
- C. All deposits paid under this QUOTATION or any transaction related hereto, shall be nonrefundable.
- D. In the event that the Cancellation Fee exceeds the nonrefundable deposit, Customer shall remit balance of payment at the time of cancellation. In the event that nonrefundable deposit exceeds Cancellation Fee, A&S will be under no obligation to refund customer for such balance.
- E. Additionally, customer will pay A&S any incidental damages related to any cancellation by Customer.

5. Warranty & Claims.

- A. A&S will use commercially reasonable efforts to obtain for Customer any warranty provided by the manufacturer of goods, for which customer shall acknowledge receipt in writing. A&S does not guarantee or otherwise assure performance of the manufacturer's warranty. Any claim on account of any such warranty will be made solely against the manufacturer and, notwithstanding any such claim, the purchase price will be paid on the terms set forth in A&S's proposal and invoice. If there is no warranty provided by the manufacturer, then the goods are sold "as-is where-is and without warranty".
- B. **A&S MAKES NO EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR SUITABILITY.**
- C. In no event will A&S have any liability for any incidental or consequential damages arising out of or in connection with, breach of the sale or any other duty of A&S with respect to the goods, including, but not limited to, incidental or consequential damages for lost profits, lost sales or injury to persons or property.
- D. Any production figures quoted are approximate, based on the conditions as understood by A&S but actual figures may vary substantially depending on operation conditions. Hence, no such figures are guaranteed.
- E. Customer assumes all responsibility for use of the goods and for training the persons who will use the goods. Customer will indemnify, defend and hold A&S harmless from any claim, demand, loss, liability, damage or expense arising in anyway from use of good by Customer or its employees, agents, contractors, the signs or successors.
- F. A&S makes no representation whatsoever with regard to whether any goods comply with the Occupational Safety and Health Act (OSHA), The Americans with Disabilities Act (ADA), or any other federal, state or local statute, law, ordinance or ruling. A&S is not responsible for any use of the goods. Customer will be responsible for safe use of all goods.
- G. If manufacturer warranty is active, and not expired, Customer has been given a written copy of the manufacturer's warranty. Customer understands entitlement to benefits of manufacturer's warranty, as well as obligations of Customer with warranty, as detailed in the written manufacturer's warranty copy received, and in the Owners Installation/Manual and Service Record Book which Customer has also received.
- H. It is the sole responsibility of Customer to ensure that the above instructions are passed on to all operators of the machine and that the Operators Instruction Book will be available to all operators, at all times.

6. Term.

- A. This QUOTATION is effective as of the date signed by both parties and will continue in effect until cancelled by A&S in writing. Only appropriate management of A&S are authorized to execute this QUOTATION on behalf of A&S.
- B. A&S may cancel the sale of any and all good not yet delivered, installed and paid for by Customer if: (1) Customer defaults on that or any other transaction at any time; (2) Customer defaults under this quotation at any time; (3) Customer makes any misrepresentation to A&S; (4) Customer is the subject of a proceeding under the bankruptcy laws; or (5) it appears to A&S that Customer's financial condition is such that Customer will not be able to pay for the goods when payment is due.

7. Miscellaneous.

- A. All notices required or permitted to be given under this QUOTATION will be in writing and will be deemed to have been properly given on the date of actual receipt by the addressee if personally delivered to the party by hand delivery, overnight courier, next day delivery guaranteed, or U.S. Mail. Each party will have the right from time to time to specify as its address for purposes of this QUOTATION any other address in the United States of America on notice of the address, similarly given, to the other party.
- B. A&S may assign and delegate any or all of its rights and duties under this QUOTATION at any time and from time to time without Customer's consent. Customer may not assign or delegate any of its rights or duties under this quotation without the A&S's prior written consent.
- C. If causes or conditions beyond A&S's control make it impossible or impractical for A&S to perform any sales transaction, A&S may cancel the sale by giving written notice to Customer and refunding any deposit paid by customer.
- D. Customer waives demand, notice, protest, notice of acceptance of this QUOTATION, notice of credit extended, notice of collateral delivered or received, and all other notices.
- E. Customer shall pay A&S for reasonable cost, fees and expenses (including attorney's fees and court costs incurred through appellate levels), incurred by A&S in the event of a controversy regarding this transaction, or in collecting monies due or to become due, or incurred in replevying the equipment as a result of Customer ordering equipment and property from A&S, or as a result of a breach by Customer of any of its obligations hereunder. In the event litigation arises, the right of trial by jury is waived by both parties and Customer agrees that the suit may be brought only in Clayton County, GA. These terms & conditions shall be governed & construed in accordance with the laws of the State of Georgia.
- F. This is the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.
- G. Customer agrees to execute any further agreement (rental, lease, financing) to properly document the transaction. Customer understands that he/she has the right to review such further agreement prior to execution of this QUOTATION.

- 8. Security Interest. Customer grants to A&S a continuing purchase money security interest in all goods purchased from A&S by Customer as security for the payment to A&S of the purchase price for goods sold by A&S to Customer. Customer authorizes A&S to file UCC-1 Financial Statement(s) and any and all UCC continuation statement(s) and/or other UCC forms with the applicable state. Customer agrees to keep all proceeds of the collateral separate and identifiable; Customer agrees not to commingle the proceeds of collateral with other assets of Customer until A&S is paid in full for that collateral. Customer agrees to execute any other documents requested by A&S in order to further evidence or perfect this security interest. Customer grants A&S & its agents the right to enter any premises on which the collateral is situated to inspect, protect, preserve, & remove the collateral and to enforce A&S's security interest in the collateral.

CUSTOMER SIGNATURE: _____

DATE: _____

Steve Worley

From: Patty Lee
Sent: Monday, May 23, 2022 12:38 PM
To: Steve Worley
Cc: Jerry Baggett
Subject: RE: Nelson Tractor Company

One tractor is \$83,047. When I had them price this out I told them the most up to date. You can call and speak with Davis at Nelson tractor or email him at davis@nelsontractorco.com to get more specifics if you want. I do know that it should be the most up to date considering they have to contact Alamo. The phone number is: 706-745-2148

Sent from [Mail](#) for Windows 10

Regards,

Patty Lee
Assistant Fleet Superintendent

Habersham Fleet Services
4218 B Toccoa Hwy
Clarkesville, GA 30523
plee@habershamga.com
O: (706) 839-0187
C: (706) 297-3628



From: Steve Worley <sworley@habershamga.com>
Sent: Monday, May 23, 2022 12:32:29 PM
To: Jerry Baggett <jbaggett@habershamga.com>; Patty Lee <plee@habershamga.com>
Subject: RE: Nelson Tractor Company

Is this for one tractor or for two? Price reflects removal of exiting mower and boom. The one that is broken has already been removed.

Is it the same model that we have now or is it an updated one?

To: Patty Lee

Subject: RE: Nelson Tractor Company

[CAUTION: This message originated from outside of the Habersham County email system. -- Please exercise caution before clicking links, opening attachments, replying, or providing information to the sender.]

Good morning,

60" severe duty rotary, blade bar, swivel + 22' machete 3 boom for 4wd tractor.

Price will include, boom, rotary head and removal of existing boom and rotary head.

\$83,047/machine

If you have any questions, feel free to give me a call or via email.

Thank you

