Clinton
Hub City of Western Oklahoma

Agenda Commentary

Item Title/ Subject: Request Authorization to purchase rear load trash truck.

Staff Source: Gene McCullough, Public Works Director

Donnie Phipps, Solid Waste Supervisor

Date: January 30, 2025

History/Background Information: Donnie has been watching the market for a good used replacement for our 2001-year model rear load garbage truck. This vehicle has served us well but has started experiencing engine issues as well as packer issues and will require a large investment to continue using in our regular operations.

Donnie has found a 2016 Freightliner cab that has been repurposed from a box truck to a rear load garbage collector. We believe this is the truck we've been looking for.

This is a budgeted purchase, with $120,000.00 set aside for this item.

Recommendation: Authorize the purchase of used rear load truck GDHJ2499.

Price/Cost: $78,500.00

Purchase Agreement

Seller: CARCO AUTOMOTIVE INC
Address: 1830 115ST NW, RICE, MN 56367
Ph: (320) 393-3687 Fax:

Date : 01/29/2025
Sales Person: JUNEMARIE FRIEDRICH
Dealer#:

Buyer: CITY OF CLINTON DL #:	Co-Buyer: DL #:
Address: 415 GARY BLVD CLINTON OK 73601	Address:
County: CUSTER	County:
Birthday:	Birthday:
Home: (580) 660-6465 Business:	Home: Business:
Email: DONNIE.PHIPPS@CLINTONOK.GOV	Email:

Vehicle: 2016 FREIGHTLINER, M2 Color: WHITE Stock#: GDHJ2499
VIN : 3ALACXDT1GDHJ2499 Mileage: 26530 ____ Actual ____ Exempt

Trade 1: Vehicle: _____ Color: _____
VIN : _____ Mileage: _____
Allowance: $ N/A
Payoff: $ N/A
Net Trade: $ N/A
Owed to: _____

Trade 2: Vehicle: _____ Color: _____
VIN : _____ Mileage: _____
Allowance: $ N/A
Payoff: $ N/A
Net Trade: $ N/A
Owed to: _____

APR	Amount Finance	Finance Charge	Total Payments
0.000	78,575.00	0.00	78,575.00

Lien Holder: NONE

THIS VEHICLE IS BEING SOLD WITH A 30 DAY DRIVE TRAIN PARTS ONLY WARRANTY. MUST HAVE PRIOR AUTHORIZATION FROM CARCO.

THIS VEHICLE IS BEING SOLD WITH A MN RECONSTRUCTED TITLE.

For "AS-IS" Sale Only:

I UNDERSTAND THAT THIS VEHICLE IS BEING SOLD "AS IS" WITH ALL FAULTS AND IS NOT COVERED BY ANY DEALER WARRANTY. I UNDERSTAND THAT THE DEALER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER I BUY THIS VEHICLE. I WILL HAVE TO PAY FOR ANY REPAIRS THIS VEHICLE WILL NEED. "AS IS" - No warranty either implied or express.

N/A
Buyer & Co-Buyer Initals

CITY OF CLINTON
Buyer & Co-Buyer Name

01/29/2025
Date

DEALER MAY RECEIVE A FEE, COMMISSION, OR OTHER COMPENSATION FOR PROVIDING, PROCURING, OR ARRANGING FINANCING FOR THE RETAIL PURCHASE OR LEASE OF A MOTOR VEHICLE, FOR WHICH THE CUSTOMER MAY BE RESPONSIBLE.

NO LIABILITY INSURANCE INCLUDED

Selling Price	$ 78,500.00
Net Trade	$ N/A
Balance	$ 78,500.00
Aftermarket***	$ N/A
Doc fee	$ 75.00
Warranty	$ N/A
**Gap	$ N/A
Sub Total	$ 78,575.00
Total Tax May not include all the above items	
Sales Tax	$ N/A
Title / Tag / MV & Fees	$ N/A
Misc Fees (Smog,Inspect ,etc.)	$ N/A
Total Sale Price	$ 78,575.00
Cash Paid	$ N/A
Rebate	$ N/A
Deferred Down Payment	$ N/A
Balance to be Financed	$ 78,575.00

* The Doc Fee represents costs and profit to the dealer for items such as inspecting, cleaning, adjusting vehicles, and preparing documents related to the sale.
** GAP, Credit Life, and Disability Insurances.
*** Aftermarket represents items purchased in addition to the vehicle.
****Misc fees Could include Smog and other charges

ALL PRIOR ORAL STATEMENTS, NEGOTIATIONS, COMMUNICATIONS, OR REPRESENTATIONS ABOUT THE PRODUCTS SOLD HEREUNDER ARE SUPERSEDED BY THIS BILL OF SALE/BUYER'S ORDER, AND, IF NOT EXPRESSLY STATED HEREIN, ARE NOT BINDING.

By signing below, you acknowledge that you have read all pages of this contract. You also acknowledge receipt of: (1) A true and completely filled in copy of all pages of this contract at the time you sign it and (2) if Arbitration is agreed upon, a copy of the arbitration agreement pertaining to this contract. Purchaser certifies he/she is of legal age to purchase a motor vehicle. If this transaction is to be a retail installment sale, this contract is not effective unless financing is obtained on terms satisfactory to all parties.

_____ Buyer Signature	CITY OF CLINTON Buyer Printed Name	01/29/2025 Date	Dealership: CARCO AUTOMOTIVE INC	01/29/2025 Date
N/A Co-Buyer Signature	_____ Co-Buyer Printed Name	01/29/2025 Date	Name: _____	

It is further understood that the purchase or order on page one (pg. 1) is subject to the following terms and conditions:

1. Unless this agreement expressly provides otherwise, the Vehicle's purchase price does not include any taxes, registration, or fees imposed by a governmental authority with respect to such Vehicle prior to or at time of delivery of such Vehicle to Buyer. Buyer assumes and agrees to pay any and all such taxes imposed on or incidental to the transaction covered by this agreement, regardless of who may have the primary tax liability.
2. Unless this agreement has been canceled by Buyer in accordance with the terms of this agreement, CarCo shall have the right, upon failure of refusal of Buyer to accept delivery of the Vehicle or to comply with any of the terms of this agreement, to retain liquidated damage any cash deposit or Trade-in, if any, tendered by Buyer. CarCo may sell the Trade-in. The liquidated damages shall be applied to any expenses and losses CarCo may have suffered as a result of Buyer's failure or refusal to complete the purchase.
3. CarCo shall not be liable for any delay or failure to deliver the Vehicle if such delay of failure is due, in whole or in part, to circumstances or causes beyond CarCo's control, or is not caused by negligence of CarCo.
4. Buyer agrees to deliver to CarCo satisfactory evidence of title to the Trade-in at the time of delivery of the Trade-in, which shall constitute part of the consideration for the Vehicle. Buyer warrants that he/she has good and marketable title to the Trade-in and that it is free and clear of all liens and encumbrances. Failure to do so will result in legal proceedings.
5. Any motor vehicle sold to Buyer by CarCo under this agreement is sold WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE as to its condition or the condition of any part thereof except as specifically provided in separate writing furnished to Buyer by CarCo. TO THE EXTENT ALLOWED BY LAW, BUYER SHALL NOT BE INTITLED TO RECOVER FROM CARCO ANY CONSEQUENTIAL DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES. CarCo neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of such vehicle.
6. In the case of a cash transaction, title to the Vehicle shall not pass to Buyer until CarCo has received in immediately available funds, the full amount of the balance due. In the event that the transaction covered by this Agreement is not a cash transaction, Buyer agrees to execute, prior to the delivery of the Vehicle, an installment sales contract, conditional sales contract and/or other instrument to finance the purchase of the Vehicle.
7. It is the Buyer's responsibility to ensure that the vehicle's type of title is transferable to the state in which they will be licensing the Vehicle. CarCo will not be held liable for any titling issues regarding the vehicle's title.
8. There is no right to return on this Vehicle. CarCo has the option to repair an unknown defect at Buyer's expense. This is treated on an individual case by case.
9. Any warranties expressed on page one (pg. 1) are only valid with prior authorization from CarCo. The warranty does not cover unauthorized repairs, towing charges and incidental charges due to the failure of the engine and/or transmission. If the Vehicle is not returned for inspection by CarCo and/or if the repairs were not pre-authorized, this stated warranty is voided. CarCo has the option to repair or replace the defective warrantied part. Under no circumstance can the Buyer refuse to accept the Vehicle once the repairs are completed. ANY/ALL WARRANTIES STATED EXCLUDE LABOR. A 30/60-day drive train parts only warranty is not to exceed $600.00, unless otherwise noted.
10. CarCo strongly encourages Buyers to have the Vehicle inspected prior to purchase.

Buyer Signature: _____ Date: **01/29/2025**

Buyer Signature: **N/A** Date: **01/29/2025**

TRASH trucks ONLINE

Date Generated:
Jan 29, 2025

2016 Freightliner, 20 Yd Leach Rear Loader

$78,500

Garbage Trucks > Rear Loaders

Ad Number:26334



CarCo Truck Sales & Service

Rice, MN

Thomas Friedrich

320-393-3687

Member since Dec 2013

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TRUCK MAKE
Freightliner

YEAR
2016

BODY MAKE
Leach

SIZE / CAPACITY
20 yd

STATE
MN

VIN OR STOCK #
GDHJ2499

2016 Freightliner, 20 Yd Leach Rear Loader

- Cummins 6.7L, 240HP
- Automatic Transmission
- Only 26,530 miles!

$78,500

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26,530

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Automatic

GVWR
33,000

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Single

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Air Ride

✓ Air Conditioning

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Information listed is considered accurate at the time of generating this PDF but is subject to change without notice. Please view the listing online for the most up to date information.

Solid Waste Authority
Capital Requests FY 2024-2025

Solid Waste

			Budgeted
710-40912-3005	Lean to for Trucks	10,000	
710-40912-3030	Containers Downtown/Parks	10,000	
710-40912-3030	80 3 yd Dumpsters	72,000	
710-40912-3030	100 Polycarts	10,000	
* 710-40912-3025	Rear Load Truck (used)	120,000	
Total Solid Waste Capital Requests			**222,000**