

OKANOGAN COUNTY COMMISSIONERS'

RESOLUTION 156 - 2022

*A resolution declaring certain county property to be surplus to the county's needs and allowing for the trade-in of the equipment towards the purchase of like equipment.*

**WHEREAS**, a new Mahindra tractor(25555HST), loader and pallet forks (3750 w/48") was purchased on credit for \$35,756.85 from Okanogan Truck and Tractor on April 25, 2018 for use at the fairgrounds; and

**WHEREAS**, the final payment for the Mahindra tractor was paid in 2022; and

**WHEREAS**, the Mahindra tractor has had many break-downs requiring expensive repairs and time in the shop; and

**WHEREAS**, RCW 36.34 provides authority to the Board of County Commissioners (BOCC) to decide whether personal property owned by the county is surplus to the needs of the county; and

**WHEREAS**, RCW 36.34.020 allows exceptions when the county is trading in personal property upon the purchase of a like item; and

**WHEREAS**, the BOCC wants to trade-in the Mahindra Tractor towards the purchase of another tractor; and

**WHEREAS**, a quote for a new 2022 John Deere Tractor (JOHN DEERE 5065E UTILITY TRACTOR) (1PY5065ECNN117345) and loader (JOHN DEERE 520M) (1P0520MXPND85132) was obtained from Pape Machinery under the Sourcewell Ag Tractors #110719-JDC contract in the amount of \$43,529.05; and

**WHEREAS**, Pape Machinery will allow a trade in allowance of the 2018 Mahindra tractor in the amount of \$10,440 towards the purchase price of the new John Deere tractor and loader;

**NOW THEREFORE, BE IT RESOLVED**, the BOCC hereby declares the Fairgrounds 2018 Mahindra tractor (25555HST), surplus to the needs of the county; and

**BE IT FURTHER RESOLVED**, the BOCC further authorizes trade in of the Mahindra tractor (\$10,440) towards the purchase of the 2022 John Deere Tractor (JOHN DEERE 5065E UTILITY TRACTOR) (1PY5065ECNN117345) and loader (JOHN DEERE 520M) (1P0520MXPND85132) in the amount of \$43,529.05.

**DATED** at Okanogan, Washington this 25<sup>th</sup> day of October 2022.

**BOARD OF COUNTY COMMISSIONERS  
OKANOGAN, WASHINGTON**

**ATTEST:**

Laleña Johns, CMC  
Clerk of the Board

Andy Hover, Chairman

Chris Branch, Member

Jim DeTro, Member



**Customer:**

**Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.**

**A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.**

- Vendor: Deere & Company
- ☐ 2000 John Deere Run  
Cary, NC 27513
  - ☐ Signature on all LOIs and POs with a signature line
  - ☐ Contract name or number; or JD Quote ID
  - ☐ Sold to street address (no PO box)
  - ☐ Ship to street address (no PO box)
  - ☐ Bill to contact name and phone number
  - ☐ Bill to address
  - ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
  - ☐ Membership number if required by the contract

**For any questions, please contact:**

**Brian Wendeborn**

Pape Machinery, Inc.  
731 F Street Se  
Quincy, WA 98848

Tel: 509-787-4553

Fax: 509-787-2531

Email: [bwendeborn@papemachinery.com](mailto:bwendeborn@papemachinery.com)

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**Quote Id:** 27534620

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**ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):**

Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT  
TO DELIVERING DEALER:**

Pape Machinery, Inc.  
731 F Street Se  
Quincy, WA 98848  
509-787-4553  
agquincy@papemachinery.com

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**Prepared For:**  
**Andy Hover**  
**OKANOGAN COUNTY FAIR GROUNDS**

**Proposal For:**  
**Andy Hover**

**Delivering Dealer:**

Brian Wendeborn

Pape Machinery, Inc.  
731 F Street Se  
Quincy, WA 98848

agquincy@papemachinery.com

**Quote Prepared By:**

Brian Wendeborn  
bwendeborn@papemachinery.com



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509-787-4553  
agquincy@papemachinery.com

**Quote Summary****Prepared For:**

Andy Hover  
OKANOGAN COUNTY FAIR GROUNDS  
Andy Hover  
175 RODEO TRL  
OKANOGAN, WA 98840  
Mobile: 509-669-1606  
ahover@co.okanogan.wa.us

**Delivering Dealer:**

**Pape Machinery, Inc.**  
Brian Wendeborn  
731 F Street Se  
Quincy, WA 98848  
Phone: 509-787-4553  
bwendeborn@papemachinery.com

*This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference. The Terms and Conditions of Sale are available at [www.pape.com/terms](http://www.pape.com/terms), and will also be sent by mail or e-mail to the purchaser upon request.*

**Quote ID:** 27534620**Created On:** 29 September 2022**Last Modified On:** 30 September 2022**Expiration Date:** 29 October 2022**Equipment Summary****Selling Price****Qty****Extended**

JOHN DEERE 5065E Utility Tractor -  
1PY5065ECNN117345

\$ 37,474.46 X

1 =

\$ 37,474.46

**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**Price Effective Date:** August 31, 2022

JOHN DEERE 520M Loader -  
1P0520MXPND085132

\$ 6,054.56 X

1 =

\$ 6,054.56

**Contract:** Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

**Price Effective Date:** August 31, 2022

**Equipment Total**

**\$ 43,529.02**

**Trade In Summary****Qty****Each****Extended**

2016 MAHINDRA 2555 - 255LKS00486

1 \$ 10,440.00

\$ 10,440.00

PayOff

\$ 0.00

Total Trade Allowance

\$ 10,440.00

**Trade In Total**

**\$ 10,440.00**

\* Includes Fees and Non-contract items

**Quote Summary**

Equipment Total

\$ 43,529.02

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential



JOHN DEERE



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**ALL PURCHASE ORDERS MUST BE MADE OUT  
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Deere & Company  
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FED ID: 36-2382580  
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Trade In	\$ (10,440.00)
SubTotal	<b>\$ 33,089.02</b>
Sales Tax - (8.40%)	\$ 2,779.48
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 35,868.50
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 35,868.50</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

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Confidential



# Selling Equipment



Quote Id: 27534620

Customer Name: OKANOGAN COUNTY FAIR GROUNDS

ALL PURCHASE ORDERS MUST BE MADE OUT  
TO (VENDOR):

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2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

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731 F Street Se  
Quincy, WA 98848  
509-787-4553  
agquincy@papemachinery.com

## JOHN DEERE 5065E Utility Tractor - 1PY5065ECNN117345

Hours:

Stock Number:

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG  
70)

Selling Price \*  
\$ 37,474.46

Price Effective Date: August 31, 2022

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1746LV	5065E Utility Tractor	1	\$ 29,044.00	14.00	\$ 4,066.16	\$ 24,977.84	\$ 24,977.84
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverser™ Transmission - 540/540E (PR)	1	\$ 3,059.00	14.00	\$ 428.26	\$ 2,630.74	\$ 2,630.74
1725	Loader Prep Package	1	\$ 1,611.00	14.00	\$ 225.54	\$ 1,385.46	\$ 1,385.46
2006	Open Operator Station - 4WD	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Mid Valves with Joystick Control	1	\$ 1,327.00	14.00	\$ 185.78	\$ 1,141.22	\$ 1,141.22
5185	16.9-28 In. 6PR R1 Bias	1	\$ 0.00	14.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	Mechanical Front Wheel Drive (MFWD)	1	\$ 6,048.00	14.00	\$ 846.72	\$ 5,201.28	\$ 5,201.28
6101	9.5-24 In. 6PR R1 Bias	1	\$ 1,144.00	14.00	\$ 160.16	\$ 983.84	\$ 983.84
<b>Standard Options Total</b>			<b>\$ 13,189.00</b>		<b>\$ 1,846.46</b>	<b>\$ 11,342.54</b>	<b>\$ 11,342.54</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
DEL	DELIVERY FEE	1	\$ 125.00	0.00	\$ 0.00	\$ 125.00	\$ 125.00
BSJ10497	Selective Control Valve - SELECTIVE CONTROL VALVE, FIELD INST	1	\$ 1,029.08	0.00	\$ 0.00	\$ 1,029.08	\$ 1,029.08
<b>Dealer Attachments Total</b>			<b>\$ 1,154.08</b>		<b>\$ 0.00</b>	<b>\$ 1,154.08</b>	<b>\$ 1,154.08</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$ 43,387.08</b>		<b>\$ 5,912.62</b>	<b>\$ 37,474.46</b>	<b>\$ 37,474.46</b>





# Selling Equipment



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731 F Street Se  
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509-787-4553  
agquincy@papemachinery.com

## JOHN DEERE 520M Loader - 1P0520MXPND085132

Equipment Notes:

Hours:

Stock Number:

Selling Price \*

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG  
70)

\$ 6,054.56

Price Effective Date: August 31, 2022

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
14B0P	520M Loader	1	\$ 8,883.00	24.00	\$ 2,131.92	\$ 6,751.08	\$ 6,751.08
<b>Standard Options - Per Unit</b>							
0202	United States	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less package	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
1995	Less mounting frame	1	\$ -1,427.00	24.00	\$ -342.48	\$ -1,084.52	\$ -1,084.52
2510	520M Standard Farm Loader, Non-Self-Leveling (NSL) - Two-function	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
4547	Two-function hoses and parts with Quick Coupler Connection (individual couplers)	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
5995	Less hood guard	1	\$ -405.00	24.00	\$ -97.20	\$ -307.80	\$ -307.80
6995	Less ballast box	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
7610	Global carrier	1	\$ 0.00	24.00	\$ 0.00	\$ 0.00	\$ 0.00
8215	1850-mm (73-in.) global heavy-duty bucket	1	\$ 270.00	24.00	\$ 64.80	\$ 205.20	\$ 205.20
<b>Standard Options Total</b>			<b>\$ -1,562.00</b>		<b>\$ -374.88</b>	<b>\$ -1,187.12</b>	<b>\$ -1,187.12</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
BXX10026	Hood Guard	1	\$ 490.60	0.00	\$ 0.00	\$ 490.60	\$ 490.60
<b>Dealer Attachments Total</b>			<b>\$ 490.60</b>		<b>\$ 0.00</b>	<b>\$ 490.60</b>	<b>\$ 490.60</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>



JOHN DEERE

# Selling Equipment



Quote Id: 27534620

Customer Name: OKANOGAN COUNTY FAIR GROUNDS

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<b>Total Selling Price</b>	<b>\$ 7,811.60</b>	<b>\$ 1,757.04</b>	<b>\$ 6,054.56</b>	<b>\$ 6,054.56</b>
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JOHN DEERE

## Trade-in



Quote Id: 27534620

Customer Name: OKANOGAN COUNTY FAIR GROUNDS

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Deere & Company  
2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580  
UEID: FNSWEDARMK53

2016 MAHINDRA 2555 SN# 255LKS00486	
Machine Details	
Description	Net Trade Value
2016 MAHINDRA 2555	\$ 10,440.00
SN# 255LKS00486	
Your Trade In Description	
Additional Options	
Hour Meter Reading	1961
Total	\$ 10,440.00



## JDLink Account Setup Form

**THIS FORM MUST BE TURNED IN TO REGION SALES ADMINISTRATOR AT THE TIME OF SETTLEMENT.**

Territory Manager

CSA

Machine Serial Number

Company/Customer Name

Business Address

Phone

### JDLink Admin Information

First Name

Last Name

E-mail Address

**Ask customer if they have an existing MyJohnDeere/JDLink Account**

Sales Admin Initials

MJD/JDLink Username

### Opt Out of Active Data Monitoring

☐ **Terminate the collection or sharing of JDLink data for use in monitoring or diagnosing or providing service solutions.**

**By signing you agree to cancel subscriptions, disengage the data collection modules, and are deactivating your machine permanently.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**SALES ADMINISTRATOR MUST SUBMIT COMPLETED FORM WITH SETTLEMENT PAPERWORK.**



# TERMS AND CONDITIONS OF SALE

**TERMS AND CONDITIONS OF SALE:** Sales Orders are based on the terms and conditions stated herein. Unless otherwise provided on the face hereof, offers are good for acceptance for a period of 30 days from the date hereof. An order by the Buyer shall constitute an acceptance of the terms and conditions herein proposed. If, and only if, no offer of sale is issued by Seller, then the invoice shall be deemed: an acceptance of the Buyer's order; a written confirmation; and a final, complete, and exclusive written expression of the agreement between Seller and Buyer. Buyer is hereby notified that additional or different terms from those contained herein are objectionable.

**1. Taxes.** Buyer shall pay all local, state, and federal taxes arising from or related to any sale or lease to which this document relates, except for taxes upon or measured by net income of Seller.

**2. Delivery.** Stated or promised delivery dates are estimates only based upon Seller's best judgment and Seller shall not be responsible for deliveries later than promised regardless of the cause. Delivery periods are projected from the date of receipt of any order by Seller, but if equipment to be furnished by Seller is to be manufactured specifically to fill a particular order, delivery periods will be projected from the date of Seller's receipt of complete manufacturing information. If the furnishing of equipment on orders accepted by Seller is hindered or prevented by public authority or by the existence of war or other contingencies, including, but not limited to, shortage of materials, fires, labor difficulties, accidents, delays in manufacture or transportation, acts of God, embargoes, inability to ship, inability to insure against war risks or substantially increased prices or freight rates, or other causes beyond Seller's control, the obligation to fill or complete such orders shall be excused by Seller's option.

**3. Transportation and Claims.** Prices quoted are net F.O.B. point designated in writing by Seller. When no F.O.B. point is designated in writing by Seller, prices for new equipment shall be deemed to be net F.O.B. point of manufacture and prices for all other equipment shall be deemed to be F.O.B. Seller's place of business at which the order for the equipment is accepted. When transportation is allowed, the price charged will be adjusted to reflect the lowest transportation rates in effect at the time of shipment even though such rates may differ from those quoted by Seller. Seller's responsibility for the equipment shall cease and all risk of loss shall become the Buyer's upon delivery of the equipment to the first carrier for shipment to the Buyer or his consignee, even though such delivery shall be made prior to the arrival of the equipment at the F.O.B. point designated, and any and all claims for shortages, deliveries, damages or non-delivery must be made by the Buyer or his consignee to the carrier. Seller shall in no event be responsible for shortages in shipments unless notice of such shortage is given in writing to Seller within 15 days after receipt of shipment.

**4. Payment and Security.** Buyer agrees to pay in full for the equipment at time of delivery. Buyer agrees to pay the late charge on any past due balance at the rate of 18% per annum. The signator warrants that he/she has authority to execute this order on behalf of any party for whom he/she signs, and that such party has the power to enter into this agreement and perform its terms. As security for all of Buyer's obligations to Seller, Buyer grants to Seller a security interest in the equipment and authorizes Seller to file all documents necessary to perfect Seller's security interest. The security interest granted hereunder is in addition to any other rights available to Seller, and Seller shall have all of the rights and remedies available to a secured party under the Uniform Commercial Code, all of which are cumulative. Throughout the duration of Seller's security interest, Buyer shall keep the equipment fully insured against theft and loss or damage by fire and other casualty as Seller may from time to time require in accordance with such terms as Seller may require.

**5. Buyer to Furnish.** Performance by Seller is subject to the Buyer furnishing a satisfactory credit rating certificate, letter of credit, evidence of financing, or any other similar papers necessary for the satisfactory completion of such order.

**6. Laws Governing.** All orders will be governed by the laws of the State of Oregon.

**7. Assignment.** The right to any monies due or to become due hereunder may be assigned by Seller, and Buyer, upon receiving notice of such assignment, shall make payment as directed.

**8. Limitations of Warranties.** If "NEW" warranty is indicated on the reverse side or if new equipment is purchased hereunder, all warranties are strictly given only by the manufacturer. Copies of manufacturer's warranty can be obtained from Seller. If "USED" warranty is indicated on the reverse side, Seller hereby warrants to Buyer that the equipment or components thereof designated on the reverse side, shall be free under normal use and service from defects in material and workmanship for the period shown, commencing on the date of delivery. Buyer's exclusive remedy for breach of the limited warranty shall be the repair or replacement of the warranted equipment without charge to Buyer when returned at Buyer's expense to the Seller's facility where the equipment was purchased, with proof of purchase. Buyer must give notice of any warranty claim not later than 7 days after the expiration of the warranty period and must return the equipment to Seller for repair or replacement no later than 30 days after expiration of the warranty period. Any action against Seller for breach of the limited warranty must be commenced within one year after the date of delivery of the equipment. Seller's warranty does not extend to any defect, claim, or damage attributable to the failure to operate and/or maintain the equipment in accordance with the manufacturer's specifications, or due to the failure to operate or maintain the equipment in accordance with any recommendations of Seller. If "AS IS" is indicated on the reverse side, no warranty of any kind is being given and the equipment is being sold with all faults. THE WARRANTIES IN THIS PARAGRAPH AND ON THE REVERSE SIDE ARE THE EXCLUSIVE WARRANTIES GIVEN BY SELLER AND SUPERSEDE ANY PRIOR, CONTRARY, OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. SELLER SHALL NOT BE LIABLE FOR ANY LOSS, INJURY, OR DAMAGE TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OR DEFECTIVE OPERATION OF THE EQUIPMENT; NOR WILL SELLER BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND SUSTAINED FROM ANY CAUSE. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

**9. Rental Purchase Option.** If rental purchase option (RPO) is granted in any addendum, the purchase price shall be tendered to Seller coincidentally with the exercise of the purchase option provided that Buyer is not then in default in performing all of the terms and conditions of lease with Seller.

**10. Notice.** This paragraph shall serve as notice that The Papé Group, Inc. has assigned its rights to sell its rental equipment (as may be described in this sales order) and its rights to sales proceeds (including "trade-in assets" related thereto) to North Star Deferred Exchange as part of an IRC Sec. 1031 exchange.

**11. Attorneys Fees.** In the event suit or action is instituted against Buyer on account of or in connection with or based upon the terms hereof, the Buyer agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable attorney's fees in both the trial and appellate courts, or in connection with any bankruptcy proceeding.

**12. Entire Agreement.** The foregoing and any addendum shall constitute the complete and exclusive agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions, guarantees, or obligations whatsoever, either expressed or implied, other than as herein set forth or provided for shall be binding on either party. Each party may transmit its signature by facsimile to the other party and such facsimile signatures shall have the same force and effect as an original signature.



**Notice:** When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. For more information, please visit the California Air Resources Board website at:

<http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.