BILL NO.: <u>5020</u>

ORDINANCE NO.:

Introduced by: City Manager Nathan Mai-Lombardo

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO PURCHASE A FORKLIFT FROM CONNELL MATERIAL HANDLING

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY, MISSOURI, AS FOLLOWS:

- **Section 1.** The City Council of the City of Berkeley hereby authorize the City Manager to purchase a 5,000 lb. capacity, Forklift from Connell Material Handling for \$29,061.29.
- Section 2. This Ordinance shall be in full force and effect from and after its date of passage.

1st Reading this 04 th day of March 2024		
2nd Reading this 04 th day of March 2024		
3rd Reading, PASSED and APPROVED, this	day of	2024

ATTEST:

Babatunde Deinbo, Mayor

	Final Roll Call.	
Deanna L. Jones, City Clerk	Councilwoman Verges	Aye Nay Absent Abstain
Dealina L. Jones, City Clerk	Councilwoman Williams	Aye Nay Absent Abstain
	Councilman Hoskins	Aye Nay Absent Abstain
	Councilwoman Anthony	Aye Nay Absent Abstain
	Councilman Hindeleh	Aye Nay Absent Abstain
	Councilwoman-at-Large Crawford	-Graham
Approved as to Form:		Aye Nay Absent Abstain
Donnell Smith, City Attorney	Mayor Deinbo	Aye Nay Absent Abstain

Einal Poll Call



NAVIGATOR Truck Mounted Forklifts







Interlake © MECALUX

SAINT LOUIS, MO • KANSAS CITY, MO • SPRINGFIELD, MO • MEMPHIS, TN PHONE: (888) 522-6099 FAX: (314) 522-6575 WWW.JJCONNELLCO.COM

TO: City of Berkeley, MO - Sourcewell Account # 18176

 Date :
 01/29/2024

 Quotation :
 JT G25E-7 01079

 Prepared By : John Turek



We are pleased to submit the following quotation for your consideration

(1) Doosan G25E-7 LP HMC 2.4L Engine 5,000 lb. Capacity, I. C. Pneumatic Tire Forklift

UL Rating Brakes Tires Mast **Tilt Cylinders** Sideshifter Carriage Forks Load Backrest **Overhead Guard** Hydraulic Lines Hydraulic Control Valve Mirrors Seat Seat Belt **Direction Control** Grab Bar LP Tank Cradle Warning Lights Warning Device **Front Work Lights Rear Work Lights** Radiator Standard Equipment HMC 2.4L Engine Power Shift Transmission **Oil Cooled Disc Brakes** Power Steering **Tiltable Steering Column** Engine Shutdown

UL Rated Type LP **Oil-Cooled Disc Brakes** Single Solid Soft-Ride 7.00-15 Drive / 6.50-10 Steer 3-Stage Full Free Triple High Visibility MFH 189" OAL 86" FFH 60" 6° Forward / 5° Back Hang-On 43" Wide - Class II Hook Type 43" Wide - High Visibility - Class II Hook Type - Pallet - 1.6" x 4" x 41" 44" Wide x 47" High Standard Height - 86" 3-Way for Sideshifter 3 Section with 3 Levers Large Rear View Mirrors Vinyl Suspension Seat Orange Standard - Lever Direction Control Rear Grab Bar with Horn Button Standard Mounting Strobe - Amber - Mounted Below OHG Back-Up Alarm (Outside Mount) (2) Front Flood Lights - LED (1) Rear Flood Light - LED Standard Radiator

Dual Element Air Cleaner LP Tank Mounting Tilt Cylinder Covers Counterweight

Doosan Assurance Warranty

Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, Oil Cooled Disc Brakes 5 Year / 10,000 Hour

Source well	Total Investment :	\$ 29,061.29	
Awarded Contract	FOB :	Deliver	
	Payment Terms :	Net Upon Delive	
Contract # 091520-DIV	Lead Time :	In Sto	

Dealer Terms and Conditions:

This proposal, when accepted, is the complete agreement between the parties and supercedes all oral statements. Upon acceptance by buyer, this becomes a binding contract. Buyer agrees to pay interest at 1.5% per month on all payments not made when due, plus all attorney's fees incurred by Seller to collect amount owed by Buyer. The proposal in this quote is property of CONNELL MATERIAL HANDLING and is confidential and proprietary. Unauthorized disclosure could be harmful to CONNELL MATERIAL HANDLING and by acceptance, prospective buyer agrees not to publish, copy, or reproduce the contents without the express written consent of CONNELL MATERIAL HANDLING <u>City of Berkely, MO - Sourcewell Account # 2489</u> will not use such information for any other purpose than for the consideration of a CONNELL MATERIAL HANDLING supplied system and will return any or all information contained herein to CONNELL MATERIAL HANDLING. upon request.

QUOTE EXPIRES IN 30 DAYS IF NOT ACCEPTED BY BUYER.

TOTAL PRICE DOES NOT INCLUDE APPLICABLE SALES TAX.

LEASE RATES ARE SUBJECT TO CREDIT APPROVAL AND MAY CHANGE WITHOUT NOTICE.

ALL CANCELED ORDERS ARE SUBJECT TO A 25% RE-STOCKING FEE.

TOTAL PRICE SUBJECT TO AN ADDITIONAL 3% IF PAID BY BY CREDIT CARD.

ACCEPTED BY SELLER:	ACCEPTED BY BUYER:
NAME:	COMPANY NAME: City of Berkeley, MO - Sourcewell Account # 2489
TITLE:	BY: (SIGNATURE OF AUTHORIZED OFFICER OR REPRESENTATIVE REQUIRED)
QUOTATION SUBMITTED BY: John Turek John Turek	TITLE: City of Berkeley, MO - Sourcewell Account # 18176
01/29/2024	ony of Benneldy, me Couldewen Account # 10170

M&W Industrial 1610 Pearl St Waukesha, WI 262.547.6637 Sales@forklifttr www.ForkliftTra	53186 ader.com	orp Estimate 1496			Forklif	tTrader .com
ADDRESS CITY OF BERKE 8425 AIRPORT I BERKELEY, MO	RD	SHIP TO CITY OF BERKELEY MO 5860 N HANLEY RD BERKELEY, MO 63134	DATE 02/05/2024	\$	TOTAL 335,500.00	
SALES REP JENNIFER		-				
	DESCRI	PTION		QTY	RATE	AMOUNT
9014	MODE S/N: P CAPAC HOUR TIRES LIFT H FORKS L.P. G/ AUTO	: SOLID PNEUMATIC EIGHT: 189" S: 42" AS TRANSMISSION R STEERING		1	34,950.00	34,950.00
9015	******	LP TANK IF NEEDED*****		1	550.00	550.00
9020	FREIG	HT - OUT OF STATE		1	1,500.00	1,500.00
9000	FREIG 02/09/2	HT DISCOUNT IF PURCHASED BY 2024		1	-1,500.00	-1,500.00
proper inspection benefits both you	n of your forkl ur business a		TOTAL			\$35,500.00
Option to buy for renting LP tank s - All used equipridelivery. - Any custom red included on the i made after payn for approval. - Customer is red hire a roll-back to site.	r \$500 empty service from y nent purchase quests or mod invoice prior t nent will requi quired to have ow truck to as	th used equipment purchases. or \$550 full. We recommend your local propane vendor. es require payment in full prior to difications to equipment must be o payment. Any additional requests re a separate quote and/or invoice e a loading dock OR will need to essist with offloading your forklift on				THANK YOU.

needs, we appreciate your business!

Accepted By

5 F

Accepted Date

Tailift USA Co., Inc. Forklift CNC Punch Press CNC Laser Cutting Equipment CNC Bending Press Radial Drill Machine OEM/ODM



11778 San Marino Street, Rancho Cucamonga, CA 91730 Tel: (909) 930-9801(2) Fax: (909) 930-9739 http://www.Tailift.com

TAILIFT LIMITED WARRANTY (IC FORKLIFT TRUCKS)

Tailift USA warrants that a new and unused Tailift Forklift (product) shall be free of defect in material and/or workmanship at the time of manufacturing.

Should any part or parts of the product covered by this limited warranty be defective with respect to material and/or workmanship under normal use and maintenance, during the period specified herein following the delivery of the product to the original purchaser/user, Tailift will replace or repair such defective part or parts, without charge, with new or repaired part(s) (whichever Tailift elects).

The obligation of warranty shall be limited to replacement or repair cost only of such defective part or parts. This warranty specifically excludes all liabilities for damages arising from lost of use or profits, incurrence of cost or expenses or injury to business, credit, reputation or financial standing and for all consequential damages.

THIS WARRANTY IS DEFINITE AND EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE SHALL APPLY.

1. Period

Tailift's obligations under the warranty stated herein shall continue only for the following period;

(a) Twelve (12) months or two thousand (2000) hours of use following the first delivery of the Tailift product, whichever expires first, with respect to the whole parts originally incorporated in the said Tailift product, except as excluded in (b) and item 3 below.
(b) Three (3) years or four thousand (4000) hours of use following the first delivery of the Tailift product, whichever expires first, with respect to the Engine, Transmission, Torque converter or Drive Axle Assembly originally incorporated in the said Tailift product provided, however that as to the following parts, the warranty period is one (1) year or two thousand (2000) hours.
(1) Such accessories for engine like Carburetor, Air cleaner, Alternator, Starter, Regulator, Speed governor, LPG Equipment and Ring gear or flywheel.

2. Changes and Improvement

Tailift is constantly striving to improve its products. Changes in design and improvement will be made whenever the efficiency of its products is improved thereby, but without incurring any obligation to incorporate such improvements in any products, which have been shipped or are in service.

3. Limitations and Exclusion

The warranty stated shall not apply to the malfunction of any Tailift product if they are consider to be attributed to:

(a) Failure to observe the instructions described in Operation & Maintenance Manuals published by Tailift.

(b) Lack of operating skill of the operator, including carelessness and abusive use, overloading and insufficient or improper maintenance.

(c) Replacement of parts or assemblies which can be repaired by minor adjustments, such as adjustment for

master/wheel/steer/hydraulic cylinder, inching valve, linkage, mast rollers, steer axle, tightening of all fittings, etc.

(d) Any alterations, changes or modifications without prior written consent by Tailift, or use of unauthorized replacement parts or components, or servicing performed by anyone other than a Tailift authorized service representative.

(e) Any other kind of misuse or detrimental exposure, including collision or accident.

(f) Other causes not attributable to Tailift such as flood, lightening and other Acts of God.

(g) Tailift does not authorize or allow any other company or person to assume for it any liability in connection with the sales or service of this equipment.

(h) Tailift reserves the exclusive rights to change, modify and administer this warranty. This warranty is non transferable.

4. Not withstanding the warranty stated above, this warranty shall exclude and not apply to:

(a) OIL, LUBRICANTS, FILTERS, AND THE LIKE:

Oil, grease, fuel, antifreeze, electrolytes, brake fluid, engine oil filter, air filter, fuel filter, hydraulic filters, etc... and other similar expendable that are replaced during a warranty repair.

(b) ELECTRIC PARTS:

Points, plugs, condenser rotor, distributor cap, battery, fuse, electric bulb, wire harness, glow plug, etc.

(c) OTHER COMSUMABLE PARTS:

Tires, tubes, brake disc, brake pads and lining, belts, nozzles, rubber hose, seal, packing gasket, O-rings, hydraulic brake rubber parts, glassware, grease fitting, nut, bolt, washer, cotter pits, bushing and the like.

Model:	Serial:
Company:	
Address:	
Deliver Dealer:	Date: