



**PURCHASE ORDER  
CANYON COUNTY**  
1115 Albany Street  
Caldwell, Idaho 83605

USE THIS  
NUMBER  
ON ALL  
INVOICES

No. 6168

Contact Phone \_\_\_\_\_

To: Kenworth Sales  
4100 S Transport St  
Boise, Id 83705

Date 12.3.2024

Acct. No. 401-7 373-37-684350  
Fund Dept Div Basic OBJ

**I M P O R T A N T**

All claims must show purchase order number. No accounts will be paid without a signed purchase order. All shippers must include Counties respective P. O. numbers. In cases where the shipping involves a List of items which were purchased on more than one P. O. respective P. O. numbers must correspond with each respective item listed by shipper. All freight charge must include freight bill from carrier.

Bill To: Canyon County Solid Waste  
15500 Missouri Ave.  
Nampa, ID 83686

Ship To: Canyon County Solid Waste  
15500 Missouri Ave.  
Nampa, ID 83686

Tax ID # 82-6000290

QUAN	UNIT	MATERIAL DESCRIPTION	UNIT PRICE	EXT'D PRICE
1.	1	- 2025 Kenworth T480 Water Truck		\$ 156090.00
2.				
3.		(see attached)		
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				

FOR COMMISSIONERS ONLY

<p>APPROVED</p> <p><u>Brad Helton</u></p>	<p>DISAPPROVED</p> <p>_____</p> <p>_____</p>	<p>DATE</p> <p><u>12/03/24</u></p> <p><u>12/3/24</u></p>
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Solid Waste  
Department Name

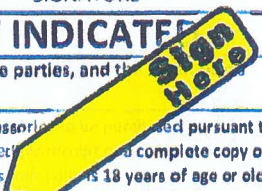
David M. Loyer  
Authorized Signature  
David M. Loyer  
Printed Name

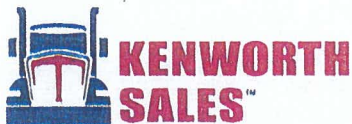


**KENWORTH SALES™**

**TRUCK PURCHASE ORDER**

4100 S. Transport St  
Boise ID 83705  
(866) 717-2668  
www.kenworthsalesco.com

PURCHASER'S NAME		Canyon County Landfill Water Truck-Sourcewell Contract # 032824-KTC			DATE	10/17/2024		
PURCHASER'S ADDRESS		15500 Missouri Ave			LICENSE # (INDIVIDUAL)	CELL PHONE		
CITY, STATE & ZIP		Nampa, ID. 83686			TAX ID # (BUSINESS)	BUS. PHONE	208-466-7288	
EMAIL		john.vietti@canyoncounty.id.gov			LOCALITY (CITY/CO.)			
<b>VEHICLE</b>					CASH DELIVERED PRICE OF VEHICLE	\$ 155,890.00		
PURCHASER HEREBY ORDERS THE FOLLOWING VEHICLE:					ADDITIONAL EQUIPMENT (Options)			
<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED <input type="checkbox"/> DEMO <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> TRAILER					FET Exempt			
YEAR	2025	MAKE	KW	MILEAGE	0	\$ -		
MODEL	T480	STOCK NO.			WARRANTIES			
COLOR	White	BODY TYPE	Water Truck Pkg		OTHER			
VIN		ENG. TYPE	PX 9-Allison		Once truck arrives to dealership, prior			
ESTIMATED DELIVERY DATE	Q4 2025	SALESMAN	Kevin Kratzberg		delivery to body builder, customer			
ACTUAL DELIVERY DATE				must inspect and pay chassis price of				
CUSTOMER INITIAL UPON DELIVERY				\$156,090 to avoid flooring charges.				
IF NEW VEHICLE SALE: The sole warranty applying to the Vehicle are those offered by the manufacturer.								
IF USED VEHICLE SALE: CHECK APPROPRIATE BOX					CASH PRICE OF VEHICLE & ACCESSORIES			
<input type="checkbox"/> AS IS: The Vehicle is sold "as is" without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle.					\$ 155,890.00			
<b>OR</b>					DOC FEE			
<input checked="" type="checkbox"/> The sole Dealer Warranty on this vehicle is the Limited Warranty issued with and made a part of this order form.					\$ 200.00			
USED VEHICLE CONTRACTUAL DISCLOSURE: The information displayed on the form posted in the window of the Vehicle is part of this agreement. Information on the window form overrides any contrary provisions in the contract of sale.					REGISTRATION FEE			
<b>USED VEHICLE TRADED AND/OR OTHER CREDIT</b>					SALES TAX			
YEAR		MAKE		MILEAGE		OTHER FEES		
MODEL		BODY TYPE						
COLOR		TRIM						
VIN		ENG. TYPE						
BALANCE OWED TO					TOTAL PRICE OF UNIT			
ADDRESS					\$ 156,090.00			
USED TRADE-IN ALLOWANCE					# OF UNITS	1	GRAND TOTAL PRICE	
BALANCE OWED ON TRADE-IN					\$ 156,090.00			
NET ALLOWANCE ON USED TRADE-IN		\$ -			TOTAL CREDIT (Transferred from Left Column)			
DEPOSIT OR CREDIT BALANCE					\$ -			
CASH WITH ORDER					UNPAID CASH BALANCE DUE ON DELIVERY			
TOTAL CREDIT (Transfer to Right Column)		\$ -			\$ 156,090.00			
					DATE	SIGNATURE		
<b>NO LIABILITY INSURANCE INCLUDED UNLESS SPECIFICALLY INDICATED</b>								
If this transaction is to be a retail installment sale, this contract is not effective unless financing is obtained on terms satisfactory to the parties, and the disclosure statement is fully completed. Until made effective, this order is not binding and purchaser may cancel and recover deposit.								
<b>SECURITY AGREEMENT:</b> Purchaser hereby grants Seller, its successors and assigns, a security interest in the motor vehicle, equipment and accessories and accessories included pursuant to this agreement, and such security interest shall remain in effect until all sums due hereunder have been paid in full. The undersigned acknowledges receipt of a complete copy of this agreement, comprised of pages 1 - 5 of this Purchase Order, together with documents referenced herein. The undersigned hereby certifies that he/she is 18 years of age or older and has read and understands sections 19 - 22 of this agreement.								
I/WE UNDERSTAND THESE CONDITIONS AS REVIEWED.					 Purchaser's Initials			
Date	X			12/3/24 X Brad Holton Date Purchaser's Signature				
Date		Dealership Representative's Signature			Date			Purchaser's Signature



## TRUCK PURCHASE ORDER

## TERMS OF AGREEMENT

KENWORTH SALES COMPANY ("Seller") and purchaser referenced below ("Purchaser") agree as follows:

**1. Obligation to Accept Delivery.** In consideration of the purchase price set forth herein, Seller will deliver possession of the vehicle(s) identified in the Vehicle Summary of Specifications ("the Trucks") to Purchaser. The Trucks will be delivered to Purchaser at Seller's business address. If Purchaser requests a different destination for delivery, Purchaser shall pay a reasonable charge for such delivery. Risk of loss will pass from Seller to Purchaser at the point of delivery.

**2. Purchase Price.** The Sales Price listed is based on the manufacturer's price to Seller as of the date this Agreement is signed by Purchaser. Purchaser will bear any increase in cost for the Trucks and equipment included in the purchase imposed subsequent to the execution of this agreement, and will accept delivery as tendered. Title to the Trucks shall pass to Purchaser upon Seller's receipt in full of the Purchase Price.

**3. Substituted Delivery Date.** If Purchaser requests a delivery date other than the Requested Delivery Date stated above, such new date shall be substituted for the Requested Delivery Date originally requested by Purchaser. Purchaser shall pay all costs incurred by Seller as a result of Purchaser's alternate delivery date, including, but not limited to, any Flooring Interest or Insurance costs incurred between the original Requested Delivery Date and the actual date of delivery.

**4. Failure to Deliver.** Seller shall not be liable for any failure to deliver any Trucks purchased by the Requested Delivery Date stated. Seller shall have an additional sixty (60) days after the Requested Delivery Date in which to make delivery. If delivery has not been made within such sixty (60) day period, either party may terminate this Agreement by written notice to the other party. In the event Seller shall be unable to carry out its obligations under this Agreement, in whole or in part, by reason of Force Majeure, then Seller shall give Purchaser notice in writing within a reasonable time after occurrence of the event or cause relied upon. Seller's obligations hereunder shall be suspended for the duration of the Force Majeure. Seller shall use reasonable efforts to promptly remove or overcome such business disruptions. Force Majeure shall be defined as arising out of or from any disaster, act, omission, or circumstance by or in consequence of any act of God, labor disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause(s) beyond Seller's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities in response to emergency circumstance not limited to those listed above.

**5. Remedies for Failure to Accept Delivery.** Purchaser's refusal to accept delivery of the Trucks will constitute a default. Upon such default Seller may resell the Trucks and recover from Purchaser all damages suffered as a result of Purchaser's default including, but not limited to, repossession, transportation, selling and advertising costs, charges for cancellation or change in orders to manufacturer, dismantling charges, interest paid to a manufacturer from the date Seller obtains possession of the Trucks until the date on which resale of the Trucks occurs ("Flooring Interest"), the amount of any loss on the resale, and any other incidental or consequential damages.

**6. Seller's Right to Cancel for Purchaser's Insolvency.** If at any point during the operation of this agreement Purchaser shall make a general assignment for the benefit of creditors or seek the benefits of any insolvency act, or if a voluntary or involuntary bankruptcy petition is filed in which Purchaser is named as a debtor, or if any insolvency proceeding under the laws of any state is instituted in which Purchaser is named as a debtor, Seller may cancel this contract without prejudice to any other remedies afforded herein.

**7. Disclaimer of Representations.** Purchaser has ascertained all of the necessary facts underlying this Agreement and has selected the specifications listed in the Vehicle Summary of Specifications Section of this Agreement, without the aid or advice of Seller. Purchaser acknowledges that no representations have been made by Seller or relied upon by Purchaser in connection with such specifications or the quality, condition or any feature of the Trucks, parts, accessories or other goods sold hereby. Purchaser further acknowledges that Purchaser has not relied on any knowledge or expertise of Seller.

**8. Disclaimer of Warranties.** Manufacturer's warranties are the sole warranties given with respect to Trucks, parts, accessories and other goods purchased under this Agreement. Purchaser shall seek any and all remedies from the manufacturer for any and all warranty claims. SELLER DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE TRUCKS, PARTS, ACCESSORIES AND ANY OTHER GOODS SOLD UNDER THE TERMS OF THIS AGREEMENT. No claim of breach of warranty by Purchaser shall constitute grounds for cancellation of this Agreement, or any part hereof by Purchaser. If Seller shall render assistance of any kind in operating the Trucks or remedying any defects at any time, the rendering of such assistance shall not, under any circumstances, be deemed an admission or acknowledgment by Seller of the existence of any warranty under which Seller has any obligation or responsibility to Purchaser.

**9. Credit Approval.** If any of the listed balance due is to be financed by or through Seller, Purchaser shall execute and deliver an application for credit, an installment sale and security agreement, a promissory note, and any other documents as required by law or which Seller may require to document and secure Purchaser's indebtedness to Seller or to Seller's assignee ("Application"). Purchaser agrees to make full disclosure of all information requested in the Application. Purchaser authorizes Seller to verify and investigate such information. In the event Purchaser's application is not approved on or before the Requested Delivery Date Seller may terminate this Agreement.

**10. Deposit.** Any deposit received hereunder will be applied to the purchase price upon delivery. In the event of Purchaser's default, the deposit will be applied first to Seller's damages, and second as a refund to purchaser. Such damages are described in Section 5. If Seller's damages exceed the amount of the deposit, Purchaser will indemnify, defend and hold Seller harmless from any and all such additional damages incurred.

**11. Payment of Taxes.** Purchaser shall pay or reimburse Seller for all federal, state and local sales, use, excise and other taxes imposed upon or applicable to the sale made pursuant to this Agreement, regardless of whether such taxes are indicated herein and regardless of which party may have primary liability.

**12. Costs of Enforcing Agreement. Arbitration.** In the event of Purchaser's default Purchaser shall pay all of Seller's costs incurred in enforcing this agreement including costs of collection and reasonable attorney's fees. Default as used in this agreement shall

mean the failure of a party to perform any obligation required under the terms of this agreement, unless otherwise stated. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, will be settled by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration rules, and any judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

**13. Disclaimer of Consequential and Incidental Damages.** In no event and under no circumstances will Seller be liable for consequential and incidental damages arising from or related to its failure to perform any of its obligations under this Agreement.

**14. Integration and Severability.** This Agreement consists of the Vehicle Summary of Specifications issued by Seller and the terms herein. These pages contain the entire Agreement between the parties, and neither party has relied upon any prior or contemporaneous representations, either oral or written, that are not set forth herein. If any provisions of this Agreement shall be determined to be invalid or unenforceable, such determination shall not affect the validity and enforceability of the remaining terms and conditions of this Agreement.

**15. Amendment.** This Agreement shall not be amended in any respect except as follows: (a) by a writing signed by both parties which expressly recites that it constitutes an amendment to this Agreement and which is effective on its date of execution; (b) by notation on page 1 of this document, which specifies the date and nature of such change, and includes the signature of Purchaser.

**16. Assignment.** This Agreement shall be binding upon all representatives, successors and assigns of the parties. Purchaser may assign its interests herein only after obtaining the prior written approval Seller. Seller may, in its sole discretion, elect to terminate this Agreement in the event of an assignment hereunder by Purchaser.

**17. Notice.** Any notice required herein shall be in writing and shall be transmitted by certified mail, return receipt requested, to the address of the party receiving it.

**18. Governing Law.** This Agreement governs the rights, obligations and liabilities of the parties hereto, and shall be interpreted and construed under the laws of the State of Idaho.

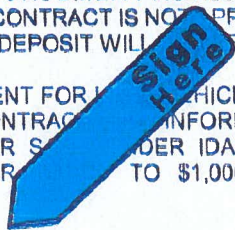
CONSUMER CREDIT NOTICE

19. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERE TO OR WITH PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

20. IF YOU ARE FINANCING THIS VEHICLE PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK. IF THE DEALER DOES NOT RETURN YOUR DOWN PAYMENT AND ANY TRADE-IN WHEN THE DEALER GETS THE VEHICLE BACK IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR, THE DEALER MAY BE LIABLE TO YOU UNDER THE MARYLAND CONSUMER PROTECTION ACT.

21. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED WITHIN 5 (FIVE) BUSINESS DAYS AND YOU DON'T HAVE ANOTHER PAYMENT METHOD, YOUR DEPOSIT WILL BE REFUNDED IN FULL AND THE VEHICLE WILL BE MADE AVAILABLE FOR SALE.

22. CONTRACTUAL DISCLOSURE STATEMENT FOR THIS VEHICLE: THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. THE INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT FOR SALES UNDER IDAHO LAW, FAILURE TO PROVIDE THIS OR AN "AS IS" SALES DISCLOSURE MAY SUBJECT DEALER TO \$1,000 CIVIL PENALTY AND MAY ALLOW BUYER TO CANCEL SALE WITHIN 30 DAYS.



\_\_\_\_\_  
PURCHASER.

Signature: X Brad Holton

Name (Type or Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

KENWORTH SALES COMPANY  
SELLER

Signature: X \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# CORPORATE RESOLUTION

RESOLVED that the corporate officer referenced below is hereby authorized and directed for and on behalf of the referenced corporation ("the Corporation") and in its name to execute an Agreement with KENWORTH SALES COMPANY ("KWS") for the purchase of the Trucks referenced in this Agreement. KWS is authorized to act upon this resolution until written notice of its revocation is delivered to said company.

The undersigned secretary of the Corporation hereby certifies that this resolution is a full, true and correct copy of a resolution of the Board of Directors of the Corporation duly and regularly passed and adopted at a meeting of the Board of Directors as required by law and by the bylaws of the Corporation on the date stated. The signatures appearing on the above mentioned copy of said resolution are the genuine signatures of the persons mentioned in this resolution and authorized to act on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as Secretary of the Corporation on the date stated.

X \_\_\_\_\_  
Secretary Signature \_\_\_\_\_ Date \_\_\_\_\_  
X Brad Holton \_\_\_\_\_  
AUTHORIZED OFFICER SIGNATURE TITLE \_\_\_\_\_  
\_\_\_\_\_  
(NAME TYPED OR PRINTED) CORPORATION \_\_\_\_\_

# LLC RESOLUTION

RESOLVED that the Member referenced below is hereby authorized and directed for and on behalf of the referenced limited liability company ("the LLC") and in its name to execute an Agreement with KENWORTH SALES COMPANY ("KWS") for the purchase of the Trucks referenced in this Agreement. KWS is authorized to act upon this resolution until written notice of its revocation is delivered to said company.

The undersigned Manager of the LLC hereby certifies that this resolution is a full, true and correct copy of a resolution of the Members of the LLC duly and regularly passed and adopted at a meeting of the Members as required by law and by the Operating Agreement of the LLC on the date stated, and that the signatures appearing on the above mentioned copy of said resolution are the genuine signatures of the persons mentioned in this resolution and authorized to act on behalf of the LLC.

IN WITNESS WHEREOF, I have hereunto set my hand as Manager of the LLC on the date stated.

X \_\_\_\_\_  
LLC Manager Signature \_\_\_\_\_ Date \_\_\_\_\_  
X \_\_\_\_\_  
AUTHORIZED MEMBER SIGNATURE Limited Liability Company \_\_\_\_\_  
\_\_\_\_\_  
(NAME TYPED OR PRINTED) \_\_\_\_\_



## CANYON COUNTY SOLID WASTE

15500 MISSOURI AVENUE  
NAMPA, IDAHO 83686

December 3, 2024

Board of County Commissioners  
1115 Albany Street  
Caldwell, Idaho 83605

***Re: purchase of 2025 KW T480 Water Truck***

Dear Commissioners:

Please find attached a Kenworth Sales Truck Purchase Order which includes Terms of Agreement to consider the cooperative purchase through Sourcewell of a new 2025 Kenworth T480 Water Truck for use at the Canyon County Landfill. As a registered government entity, Canyon County has access to cooperative purchasing through Sourcewell. Kenworth is a Sourcewell contracted supplier.

On October 17, 2024, Kevin Kratzberg provided the purchase order based on the Sourcewell Contract #032824-KTC. This contract gives access to Kenworth Trucks & Parts, Class 5-8 chassis with related equipment. The contract was awarded to Kenworth through a competitive Request for Proposal ("RFP") process and has a maturity date of July 9, 2028.

On October 24, 2024, this Board issued a *Declaration and Notice of Sole Source* for a Diamondbilt 5000 gallon water tank with chassis mount and build out services. On November 14, 2024, the Board was available for public comment related to the Notice and granted the purchase of the tank. This water tank is intended to be installed on this new Kenworth truck for use at the Landfill.

The new truck will be available for delivery in Quarter 4 of FY2025. Time is of the essence with this purchase. I propose that the Board execute the Purchase Order for the cooperative purchase of a new Kenworth T480 Water Truck.

Sincerely,

David M. Loper, REHS/RS  
Director, Canyon County Solid Waste

**PICKLES BUTTE SANITARY LANDFILL**

Tele 208-614-5005 Fax 208-466-7296 email David.Loper@canyoncounty.id.gov