

# COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-25**

For the meeting of: March 7, 2017

Date: February 24, 2017

To: Board of Supervisors

From:  Thomas K. Mattson, Director of Public Works

Subject: LEASE/PURCHASE OF A PORTABLE GENERATOR AND A TRUCK MOUNTED BOOM LIFT ASSEMBLY, AUTHORIZATION TO ENTER INTO TWO LEASE/PURCHASE AGREEMENTS AND DECLARE EQUIPMENT SURPLUS (4/5 VOTE REQUIRED)

### RECOMMENDATION(S):

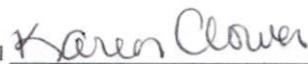
That the Board of Supervisors:

1. Authorize the lease/purchase of a portable generator and truck mounted boom lift assembly.
2. Authorize the Purchasing Agent to enter into two lease/purchase agreements with Umpqua Bank.
3. Approve the donation of the portable generator to the Roads Heavy Equipment Internal Service Fund (ISF).
4. Declare the Genie TMZ 34/19 trailer man lift surplus.
5. Authorize the Purchasing Agent to dispose of the surplus property deposit the revenue from the sale in the Roads Heavy Equipment Internal Service Fund (ISF) line item 3540330-705020.

### SOURCE OF FUNDING:

Road Fund (1200325) Roads Heavy Equipment ISF (3540330)

Prepared by \_\_\_\_\_ Art Reeve/Renee Fleck \_\_\_\_\_

CAO Approval 

REVIEW:	Auditor _____	County Counsel 	Personnel _____	Risk Manager _____	Other _____
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TYPE OF ITEM:

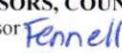
Consent

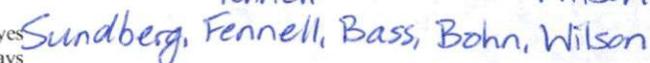
Departmental

Public Hearing

Other \_\_\_\_\_

**BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT**

Upon motion of Supervisor  Seconded by Supervisor 

Ayes 

Nays \_\_\_\_\_

Abstain \_\_\_\_\_

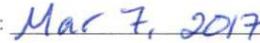
Absent \_\_\_\_\_

### PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: 

By: 

Kathy Hayes, Clerk of the Board

## DISCUSSION:

The County Road Division is requesting entering into lease agreements for a portable generator and truck mounted boom lift. The portable generator will replace the 1994 Onan portable generator that was declared surplus by your Board on October 2, 2012, due to the equipment being rated Tier O, which does not meet the State of California's emission requirements. The proposed portable generator the Public Works Department (Department) wishes to lease/purchase is rated Tier 4 Final, which meets the State of California's emission requirements. The portable generator will be used to power the equipment that takes raw materials and produces road base material. For the last five years, the Department has been forced to rent a portable generator because there was not a Tier 4 Final available for purchase. The rental cost per month was \$4,816, and was needed approximately six (6) months a year. The annual lease payments will be a more cost effective method to supply the generator.

The Department is also requesting entering into a lease/purchase agreement for a truck mounted boom lift assembly. In 2007, the Department purchased a man lift trailer, Genie TMZ 34/19, for maintaining the traffic signals and Department maintained street lights. Since then, the Department has installed more traffic signals, street lights, and installed over 30 radar feedback signs. The Department has recently installed Emergency Vehicle Detection System on our traffic signals so emergency vehicles will have green signal in the direction they are traveling. With all these addition needs, a truck mounted boom lift, similar to the ones used by California's Department of Transportation (Caltrans), Pacific Gas and Electric Company (PG&E), American Telephone and Telegraph (AT&T), and Suddenlink vehicles, is the appropriate tool for the job. The lift truck has more stability, better maneuverability, more reach, takes up less road space, can respond to incidents faster, and is a safer working platform. If the Board approves the lease/purchase of the truck mounted boom lift assembly, the existing man lift trailer will be surplus and the revenue from the sale deposited in the Roads Heavy Equipment Internal Service Fund (ISF).

The Department received proposals from two companies for the portable generator; Caterpillar Inc. at \$161,291 and Cummins at \$119,000. The Department also received two proposals for the truck mounted boom lift assembly; Utility Crane & Equipment, Inc. (UCE) at \$67,585.74 and Altec Industries, Inc. at \$102,000. The best prices were Cummins on a contract price of \$129,115.00, which includes sales tax, and shipping and UCE on a contract price of \$67,585.74, which includes sales tax, shipping and license fee.

Doolling Lease Management Corporation, a division of Umpqua Bank, has financed previous lease/purchases for Humboldt County Road Department and is the most competitive financing option. The amount to be financed for both items, including the sales tax, shipping, and license fee is \$196,701.00 and the monthly payments will be \$3,565.96. The financing term will be for sixty (60) months. The new generator will be donated to the Roads Heavy Equipment ISF (3540330) for capitalization, maintenance and insurance. The man lift is a replacement item currently in Roads Heavy Equipment inventory.

## FINANCIAL IMPACT:

The monthly lease payment for the two items of, \$3,565.96, is less than the monthly rental fee, \$4,816.88, for the generator. Also, the Department's previous lease agreement for four tractor/ brush cutters that were purchased five years ago ends September 1, 2017.

The new lease is dependent on when the equipment is received. The monthly generator payment of \$2,340.71 will be made from Roads Fund (1200325) and the monthly man lift payment of \$1,225.25 will be made from Roads Heavy Equipment (3540330).

The lease payments will replace the rental fee if received in the current fiscal year. Future payments will be budgeted annually during the budget process.

This equipment supports the Board's Strategic Framework by managing resources to ensure the sustainability of services that the county provides to the public.

OTHER AGENCY INVOLVEMENT:

None

ALTERNATIVES TO STAFF RECOMMENDATIONS:

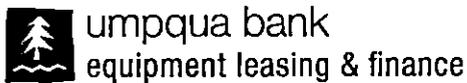
The request could be postponed but that would require the continued rental of the generator and would not update the Departments traffic control maintenance equipment. This is not recommended.

ATTACHMENTS:

1. Lease agreement for the generator.
2. Lease agreement for the truck mounted boom lift assembly.
3. Quotes on the generator from CAT and Cummings Pacific
4. Quotes on the truck mounted boom lift assembly from UNE and Altec

LEASE/PURCHASE OF A PORTABLE GENERATOR AND A TRUCK MOUNTED BOOM LIFT  
ASSEMBLY, AUTHORIZATION TO ENTER INTO TWO LEASE/PURCHASE AGREEMENTS AND  
DECLARE EQUIPMENT SURPLUS

Attachment 1  
Lease/Purchase Agreement for the Generator



February 13, 2017

Michael Hedding  
County of Humboldt  
3130 Jacobs Ave.  
Eureka, Ca. 95501

Dear Michael:

I am pleased to present the terms and conditions of our proposal to lease equipment to the County of Humboldt. This letter is not an approval to enter into a lease, nor should it be construed as an offer or commitment to perform any undertaking.

An approval of this proposal may be considered after full review by the appropriate officers of Financial Pacific Leasing, Inc. and Umpqua Bank. Final approval may contain additional or modified terms.

Please indicate your interest in our proposal by signing and returning the enclosed copy of the "Terms and Conditions", along with the Security Deposit, by March 15, 2017. By accepting our proposal, you agree that Umpqua Bank Equipment Leasing & Finance shall not be held liable for any action or inaction stemming from this letter.

Thank you for this opportunity to respond to your needs. We hope that our proposal is both timely and competitive, and we look forward to working with you to successfully fund and close this transaction.

Sincerely,

Brian Hildebrandt  
Vice President  
1333 N. California Blvd., Suite 545  
Walnut Creek, CA 94596  
Phone: (925) 949-2865

**Terms and Conditions:**

**Lessor:** Financial Pacific Leasing, Inc., d.b.a. Umpqua Bank Equipment Leasing & Finance, a subsidiary of Umpqua Bank or it's assigns ("Lessor")

**Lessee(s):** County of Humboldt

**Equipment Financing Vehicle:** Municipal Lease-Purchase Agreement

**Equipment & Cost:** One Cummins Generator with Trailer and fuel Tank (the "Equipment"). All Equipment shall be satisfactory to Lessor.

**Lease Amount:** Not to exceed \$129,115.00 in the aggregate.

**Lease Term:** Five (5) years

**Payments:** Sixty (60) payments, payable monthly in arrears.

**Lease Rate Factor:** 1.8129% of the Equipment's original cost.

The lease rate specified above is based upon the like term (5 years) Federal Reserve Board Swap Rate published by Bloomberg ("Index") at 1.91 % as of 2/13/17. Should the Index increase prior to any lease schedule documentation and commencement, the lease rates shall be adjusted to maintain the economic returns anticipated by Lessor.

**Tax Benefits:** The lease shall be considered a municipal lease/purchase and qualifies for tax-exempt status. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of California or other applicable jurisdiction.

**Commencement Date:** It is contemplated that the Equipment will be installed and acceptable for Lease Commencement of 12/31/17 and/or on the first or fifteenth day of each month thereafter.

**Interim Rent:** Interim rent will be payable from the funding date to the Lease Commencement Date at a rate equal to the Lease Rate Factor applied on a per diem basis to the amount funded.

**Progress Payments:** Lessor will distribute funds to Equipment vendor under a progress payment agreement (PPA) between Lessor and Lessee. Any funds outstanding under the PPA shall accrue interest from the date of funding to the lease funding date at the 30 day LIBOR rate + 350bp. Such interest shall be calculated 15 days prior to the 1<sup>st</sup> day of each month and shall be fixed for each monthly period thereafter. Interest shall be payable on the 1<sup>st</sup> day of each month after initial funding. No interest shall be capitalized into the Equipment cost.

**End of Lease Options:** At the end of the initial lease term, Lessee will have the option to purchase all, but not less than all, of the Equipment for **\$1.00**.

**Expiration of Facility:** All takedowns shall occur prior to **12/31/17** and without extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

**Net Lease:** All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a net lease.

**Insurance:** Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

**Maintenance:** Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

**Documentation:** All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

**Costs & Expenses:** Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees. A documentation fee of \$500 per lease schedule/takedown will be payable by Lessee.

**Security Deposit:** A **\$500.00** security deposit shall be payable to Lessor upon acceptance of this proposal. This security deposit, less all costs and expenses incurred by the Lessor, including but not limited to documentation and attorney's fees, will be refunded should Lessor not offer an approval for this transaction.

If an approval is extended by Lessor and accepted by Lessee, the security deposit shall convert to an approval fee ("Approval Fee"), which would all be non-refundable if the transaction were not consummated. If the contemplated transaction were consummated, the Approval Fee would be refunded pro-rata (funded amount to the Amount approved) less any costs and expenses incurred by Lessor in connection with this transaction.

**Additional Terms & Conditions:**

- 1) Any non-appropriation clause in the lease shall be satisfactory to Lessor.
- 2) Anticipated borrowing for 2016 will not exceed \$10,000,000, making

- the lease "Bank Qualified" under section 265(b)(3) of the IRS Code.
- 3) Lessee is a state or political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1983.
  - 4) Lessor shall receive an Opinion from Lessee's counsel stating that the lease qualifies for tax-exempt financing under IRS guidelines and the Opinion must reference #2 and #3 above.

**Confidentiality:** Except as required by law, neither the proposal nor its Terms and Conditions will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

**Authorization:** Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

**I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2017

County of Humboldt

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



LEASE/PURCHASE OF A PORTABLE GENERATOR AND A TRUCK MOUNTED BOOM LIFT  
ASSEMBLY, AUTHORIZATION TO ENTER INTO TWO LEASE/PURCHASE AGREEMENTS AND  
DECLARE EQUIPMENT SURPLUS

Attachment 2  
Lease/Purchase Agreement for the Truck Mounted Boom Lift Assembly



umpqua bank  
equipment leasing & finance

February 13, 2017

Michael Hedding  
County of Humboldt  
3130 Jacobs Ave.  
Eureka, Ca. 95501

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**Lessee(s):** County of Humboldt

**Equipment Financing Vehicle:** Municipal Lease-Purchase Agreement

**Equipment & Cost:** Versalift SST-ENH Aerial Lift (the "Equipment"). All Equipment shall be satisfactory to Lessor.

**Lease Amount:** Not to exceed \$67,585.74 in the aggregate.

**Lease Term:** Five (5) years

**Payments:** Sixty (60) payments, payable monthly in arrears.

**Lease Rate Factor:** 1.8129% of the Equipment's original cost.

The lease rate specified above is based upon the like term (5 years) Federal Reserve Board Swap Rate published by Bloomberg ("Index") at 1.91 % as of 2/13/17. Should the Index increase prior to any lease schedule documentation and commencement, the lease rates shall be adjusted to maintain the economic returns anticipated by Lessor.

**Tax Benefits:** The lease shall be considered a municipal lease/purchase and qualifies for tax-exempt status. Lessee shall pay all fees, assessments, sales, use, property and other taxes imposed, except those levied on the net income of Lessor by the United States, the State of California or other applicable jurisdiction.

**Commencement Date:** It is contemplated that the Equipment will be installed and acceptable for Lease Commencement of 12/31/17 and/or on the first or fifteenth day of each month thereafter.

**Interim Rent:** Interim rent will be payable from the funding date to the Lease Commencement Date at a rate equal to the Lease Rate Factor applied on a per diem basis to the amount funded.

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**Expiration of Facility:** All takedowns shall occur prior to **12/31/17** and without extension, the facility shall expire. Lessor shall have no obligation to lease any item of Equipment after said date.

**Net Lease:** All costs of operation, maintenance, taxes, insurance and other affiliated costs will be paid by Lessee as this transaction has been structured as a net lease.

**Insurance:** Lessee will provide evidence of all-risk physical damage and liability insurance coverage in such amounts and with deductibles all as may be required by Lessor. In addition, endorsements and assignments of such policies shall name Lessor (and its assigns) as loss payee and/or additional insured, as may be required by Lessor. All insurance coverage shall be from a carrier acceptable to Lessor.

**Maintenance:** Lessee shall, at its sole cost and expense, maintain the Equipment in compliance with all statutes, laws, ordinances, regulations, standards, and directives (including environmental) by any governmental agency and the Equipment must be maintained in accordance with all manufacturer's suggested and recommended maintenance procedures including preventive maintenance; and such other maintenance and return conditions as the Lessor may require.

**Documentation:** All legal matters and all documentation to be executed in connection with the contemplated lease shall be satisfactory in form and substance to Lessor and counsel to Lessor.

**Costs & Expenses:** Lessee shall be responsible for all fees, costs and disbursements incurred by Lessor in connection therewith, including without limitation, all fees and disbursements of counsel to Lessor (if any), appraisal costs (if any) and all filing and search fees. A documentation fee of \$500 per lease schedule/takedown will be payable by Lessee.

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**Additional Terms  
& Conditions:**

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**Confidentiality:** Except as required by law, neither the proposal nor its Terms and Conditions will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

**Authorization:** Lessee acknowledges and agrees that Lessor may furnish all Lessee presented information, financials, analysis, and related credit and review materials to its employees, counsel and agents as well as its participants and assigns. Lessee authorize Lessor to contact Umpqua Bank, and all trade suppliers and other references of Lessee, and to order any and all credit checks and investigative reports, all as Lessor deems necessary in connection with the evaluation of the transaction.

This proposal is for discussion purposes only, and is only a general, non-binding proposal on the part of Lessor.

**I/We have reviewed the above Terms and Conditions and request the Lessor to pursue underwriting and approval of a commitment for the described lease agreement.**

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2017

County of Humboldt

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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



LEASE/PURCHASE OF A PORTABLE GENERATOR AND A TRUCK MOUNTED BOOM LIFT  
ASSEMBLY, AUTHORIZATION TO ENTER INTO TWO LEASE/PURCHASE AGREEMENTS AND  
DECLARE EQUIPMENT SURPLUS

Attachment 3

Quotes on the generator from Peterson CAT and Cummings Pacific



January 16, 2017

Mr. Mike Hedding

Quote # 30232389 rev 1

Humboldt County

**Subject: MULTIQUIP DCA400 TIER 4 FINAL GENERATOR SET**

Thank you for the opportunity to submit our proposal for consideration.

**NEW EQUIPMENT PRICING**

(Qty 1) MQ Model DCA400 Tier 4 Final generator set	\$144,271.00
(Qty 1) Trailer add	\$17,020.00

Price includes equipment, freight, start up and training

Price does not include sales tax. Tax is charged at the prevailing rate

**F.O.B. Eureka Ca** Off loading of equipment at jobsite is not included.

**Submittals:** 2-3 Weeks after acknowledgement of purchase order

**Factory release:** Currently 14-16 weeks plus ground freight to site

**MULTIQUIP GENERATOR**

Multiquip model DCA400 Tier 4 Final diesel engine driven generator set prime rated 320KW @ 277/480-volt and 320KW @ 120/208-volt 3-phase 60Hz 1800 rpm.

**Start up / Testing / Training**

- Pre-delivery inspection
- Start up generator set verify proper operation
- 4-hours operational and maintenance training

Thank you.

Kevin Kent

Peterson Power Systems

707-321-5795

E-mail: kekent@petersonpower.com



December 6, 2016

County of Humboldt  
Road Department  
3130 Jacobs Ave  
Eureka Ca 95501

Mr. Mike Hedding

Ref: Quote Cummins C275D2RE Generator

Mike,

Thank you for the opportunity to quote your generator project.

I am pleased to offer One Cummins 275 kW portable generator (C275D2RE)  
See attached specification sheet for details.

(1) Cummins 275 kW Generator Tier 4 final with 3 axel trailer and fuel tank:  
\$119,000.00 FOB Arcata.

Electrical conductor: \$5.00 per foot. 500' was used on last rental.  
(10 runs x 50')

Conductor ends if needed: \$75.00ea

Tax not included.

Please review and let me know if you have any questions.

Thank you again

Jeff Heston  
Cummins Sales and Service  
Arcata Ca.

Cummins Pacific, LLC  
1939 Deere Avenue  
Irvine, California 92606  
Tel: 949 253 6000  
Web: [www.CumminsPacific.com](http://www.CumminsPacific.com)  
[Facebook.com/CumminsPacific](https://www.facebook.com/CumminsPacific)  
[Twitter.com/CumminsPacific](https://twitter.com/CumminsPacific)

Service Centers  
Arcata 707 822 7390  
Sacramento 916 371 0630  
Fresno 559 274 4400  
Ventura 800 881 1159  
Inland Empire 800 653 4373  
San Diego 800 993 4373

Redding 530 244 6898  
Bay Area 510 351 6101  
Bakersfield 661 325 9404  
Los Angeles 866 934 4373  
Orange County 800 746 5757  
Hawaii 808 682 8110

LEASE/PURCHASE OF A PORTABLE GENERATOR AND A TRUCK MOUNTED BOOM LIFT  
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DECLARE EQUIPMENT SURPLUS

Attachment 4

Quotes on the generator from Truck Mounted Boom Lift Assembly from UNE and Altec



**Utility Crane & Equipment, Inc.**  
 8800 West Buckeye Road  
 Tolleson, AZ 85353  
 (866) 832-4831

**QUOTATION**

AERIAL BASKETS - DIGGER DERRICKS - UNDERGROUND LINE & WATER LEAK LOCATORS

**Date:** 1/19/2017

**Quote Number**

170128

**To:** Humboldt County  
 Jo Wattle  
 Eureka CA 95501

**Submitted by:** Roger Holmlund

We submit for your consideration and acceptance the following equipment and prices:

Quantity	Model	Description	Price	Total
1	SST-37EIH	Versalift SST-37-ENH Aerial Lift, Dakota Service body with all Options Called out Quote letter	\$ 62,291.00	\$ 62,291.00
1	Sales Tax	Est. Tax (8.5)	\$ 5,294.74	\$ 5,294.74
	License	Estimated License Fee	\$ 1,668.00	
	Freight	Drive Away from Tolleson AZ To Eureka CA	\$ 1,955.00	
		Delivery 300 Days ARO but not less than 90 Days of receipt of 60 CA Chassis Customer Supplied		

**Extended Total:** \$ 67,585.74

**Freight & Delivery:** Included  
**Taxes:** As applicable  
**Terms:** Net 15 Days

**Remit to:** Utility Crane and Equipment  
 PO Box 950  
 Tolleson, AZ 85353

## Hedding, Mike

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**From:** Randy.Ecker@altec.com  
**Sent:** Monday, March 21, 2016 8:41 AM  
**To:** Hedding, Mike  
**Subject:** Altec Bucket Truck Information  
**Attachments:** AT37G-Specifications-edited.pdf; custpoolf550d4x214115040701D.pdf; SD AT37G TB F550 4x2.pdf

Mike;

I met you a few months ago and provided some literature on the Altec AT37G unit we have available. Attached is some information on the Altec AT37G unit we have in stock.

Budget price for this unit is \$102,000

Thanks

Randy Ecker  
Altec Industries, Inc.  
1450 North First Street  
Dixon, CA 95620  
tel: (916) 792-4314  
fax: (707) 678-1819  
[randy.ecker@altec.com](mailto:randy.ecker@altec.com)



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