



Butte County Mosquito and Vector Control District

5117 Larkin Road • Oroville, CA 95965-9250
Phone: 530-533-6038 • Fax: 530-534-9916
www.BCMVCD.com

Matthew C. Ball
Manager

AGENDA

Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District

(BCMVCD) Board Room, 444 Otterson Drive, Chico, CA 95928. The Board of Trustees is committed to making its proceedings accessible to all citizens. Individuals with special needs should call District staff at 530-533-6038 or 530-342-7350, Monday through Thursday, 6:00 a.m. to 4:30 p.m. to request disability-related modifications/accommodations or to request materials in alternate formats. All requests for special accommodations and/or alternative format documents must be made 48 hours prior to the meeting.

1. **Regular Board of Trustees Meeting Time:** 4:00 PM **Date:** January 12, 2022
2. **Call to Order** – 4:00 PM Roll Call
3. **Persons Wishing to Address the Board on Items Not on the Agenda (limit to 5 minutes):**
4. **Approval of Minutes of the Meeting of:** December 8, 2021
5. **Persons Wishing to Address the Board Pertaining to Closed Session Matters:**
6. **Closed Session Announcement (District Legal Counsel Present):** N/A
7. **Introduction of Butte County Mosquito and Vector Control Board of Trustees**
8. **Election of Officers**
9. **Reports: (9.1 - 9.2)**
 - 9.1 **District Manager's Report**

The District Manager will provide a brief report on current District business and activities. The District Manager will also report on District employees, meetings attended, and current projects.

9.2 Review the 2021/2022 2nd Quarter Fiscal Budget Reports

By the time of the Board Meeting, staff will have the 2nd quarter fiscal report prepared and available for review. The District Manager will discuss and explain the report and the Office Manager will be available for questions regarding the report.

Continued...

10. Policy Matters: (10.1 – 10.4)

10.1 Consider Approval and Adoption of Resolution No. 22-01

The Board will be asked to consider approving and adopting Resolution No. 22-01, a Resolution of Appreciation for Meritorious Service to the Citizens of Butte County and Hamilton City for Steve Ostling.

10.2 Consider Approval and Adoption of Resolution No. 22-02

The Board will be asked to consider approving and adopting Resolution No. 22-02, a Resolution of Appreciation for Meritorious Service to the Citizens of Butte County and Hamilton City for Beth Vice.

10.3 Consider a Capital Expenditure for Toyota CDPD25-XW71F 5,000lb Forklift

The Board will be asked to consider a Capital Expenditure for a Toyota CDPD25-XW71F 5,000lb Forklift from Toyota Material Handling of Northern California in the amount \$26,598.00. This forklift is currently in stock. This expenditures has not been budgeted.

10.4 Consider Declaring 4 Vehicle Surplus to Need, Establish a Minimum Bid, and Authorize the Sale

The Board will be asked to declare four vehicles surplus to need, establish the minimum bid amount for each truck, authorize the sale to the highest bidder, and to approve the notice for publication.

11. Topic of the Month:

The Board will watch a presentation on the biology of *Culiseta inornata*.

12. Approve Payment of The Bills:

The Board will be asked to review the demands made upon the District for the past month and consider approving the payment of the bills.

13. Personnel: N/A

14. Correspondence: N/A

15. Other Business: N/A

16. Persons Wishing to Address the Board Pertaining to Closed Session Matters:

17. Closed Session Matters (District Legal Counsel Not Present): N/A

18. Adjournment: (Next Regular Meeting of the BCMVCD Board of Trustees is February 9, 2022)

Regular Minutes of the Board of Trustees of the Butte County Mosquito and Vector Control District Meeting held December 8, 2021

Members Present: President Dr. Albert Beck, Michael Barth, Vice President Dr. Larry Kirk, Philip LaRocca, Steve Ostling, Assistant Secretary Melissa Schuster, Secretary Bo Sheppard, and Carl Starkey.

Members Excused: Bruce Johnson.

Members Absent: None.

Also Present: District Manager Matt Ball, Assistant Manager Doug Weseman, Office Manager Maritza Sandoval, Entomologist Amanda Bradford, and Andy Beck of Fedak and Brown.

1. The Regular Meeting of the Board of Trustees of the Butte County Mosquito and Vector Control District held on December 8, 2021, at 444 Otterson Drive, Chico, CA 95928.
2. The December 8, 2021, Butte County Mosquito and Vector Control District regular meeting of the Board of Trustees was called to order at 4:00 PM by President Beck.
3. Seeing and hearing no persons wishing to address the Board on items not on the agenda, President Beck proceeded to request approval of the minutes.
4. After review, it was then moved by Member LaRocca, seconded by Member Ostling, and passed unanimously to approve the minutes of the Board of Trustees meeting held November 10, 2021, as written.
5. No persons wishing to address the Board on closed session matters.
6. No closed session matters needing legal counsel.
7. Reports (7.1 – 7.2)
 - 7.1 Under item 7.1 of reports, Andy Beck, a representative from Fedak & Brown LLP presented a comprehensive summary and evaluation of the District's annual audit for the Board. Mr. Beck summarized the District's audit and answered questions of the Board. The Board and District management thanked Mr. Beck for his report and audit.
 - 7.2 Under item 7.2 of reports, District Manager's Report, the District Manager reported that on November 17, 2021, the District's management team met for its biannual management meeting. Management discussed off season projects, new hire status, employee/employer issues, COVID procedures and protocols, and reviewed the past season.

On November 18, 2021, the District completed the monthly staff meeting and all vehicle inspections. The District's Safety Committee also met on this date. The District Manager met with all staff and presented and explained the District's last, best, and final offer. The District Manager thanked the Board for their generous offering, applauded the Board for always looking over the best interests of the District's personnel, and for taking care of the District's staff.

On November 30, 2021, the District Manager attended a meeting with representatives from U.C. Davis, Bird Haven Ranch, and the California Department of Fish and Wildlife to discuss the large multi-year project to implement best management practices to lower mosquito populations at Bird Haven Ranch. Bird Haven Ranch is a large piece of property that manages managed wetlands.

On December 2, 2021, the District Manager attended Butte LAFCOs public hearing for the formation of the Tuscan Water District.

On December 7, 2021, some District staff met to review and provide recommendations to amend the District's Invasive Aedes Response Plan. The District's Entomologist will be amending the plan during this off season.

As a reminder, the District was closed the Week of November 22nd and will be closed for the week of December 20th and 27th.

After this final item of reports, President Beck asked the District Manager to proceed to policy matters.

8. Policy matters (8.1 – 8.3)
 - 8.1 Under item 8.1 of policy matters, the Board was asked to consider approving an application for the Early Retirement Incentive Program. The District Manager confirms that the eligibility requirements

have been met. It was then moved by Member Kirk, seconded by Member Schuster, and a passed unanimously with a vote of 8 ayes 0 nays to approve the Early Retirement Incentive applicant for the Assistant Manager, Doug Weseman.

- 8.2 Under item 8.2 of policy matters, the Board was asked to consider amendments to Operations Policy, Policy 3090, Retention Policy. The amendments are needed to be current with California Government Code §60200 through §60203 and with the Local Government Records Management Guidelines issued by the California Secretary of State pursuant to Government Code §12236. It was then moved by Member Barth, seconded by Member Sheppard, and passed unanimously with a vote of 8 ayes 0 nays to approve the amendments to Operations Policy, Policy 3090, Retention Policy, with one change to proposed policy suggested by President Beck, changing the retention of Grand Jury Reports from seven years to permanent.
- 8.3 Under item 8.3 of policy matters, the Board was asked to consider amendments to Personnel Policy, Policy 7045, California Family Rights Act Leave. The amendments were discussed, reviewed, and recommended by the District's legal counsel. It was then moved by Member Schuster, seconded by Member Barth, and passed unanimously with a vote of 8 ayes 0 nays to approve the amendments as proposed.
9. Under topic of the month, the District's Entomologist gave a presentation on ticks of Butte County.
10. After reviewing the demands made upon the District for the past month, it was then moved by Member Sheppard, seconded by Member Ostling, and passed unanimously with a vote of 8 ayes 0 nays to authorize checks numbered 50159 through 50282 be signed and distributed. Expenditures for the month totaled \$183,917.65
11. Under personnel, the District Manager reported that Jeremy Edwards commenced employment on November 15, 2021.
12. Under correspondence, the Board reviewed a letter written by Assistant Manager, Doug Weseman announcing his upcoming retirement.
13. Under other business, the District Manager stated that the District would be closed the week of December 20th and 27th.
14. No persons wishing to address the Board pertaining to closed session matters.
15. No closed session matters not warranting legal counsel.
16. President Beck announced adjournment at 5:07 PM and concluded by stating that the next regular meeting of the BCMVCD Board of Trustees would meet at 4:00 PM on January 12, 2022, at the Chico Substation's Board Room at 444 Otterson Drive, Chico, CA 95928.

Respectfully submitted,

James "Bo" Sheppard,
Secretary

On December 9, 2021, the District completed the monthly staff meeting and all vehicle inspections. The District's Safety Committee also met on this date. The District Manager hosted the 14th Annual Employee Appreciation Luncheon for all District staff. This is bought, prepared, and cooked by the District Manager and his wife.

On December 14, 2021, all District administrative staff received their annual employee evaluations.

On December 15, 2021, all District operations staff received their annual employee evaluations.

On December 16, 2021, the District Manager and Oroville Regional Supervisor met and toured with the owner and manager of Bird Haven Ranch to discuss best management practices to reduce mosquitoes, to review the upcoming project, and to identify field design flaws and issues.

On November 30, 2021, the District Manager attended a meeting with representatives from U.C. Davis, Bird Haven Ranch, and the California Department of Fish and Wildlife to discuss the large multi-year project to implement best management practices to lower mosquito populations at Bird Haven Ranch. Bird Haven Ranch is a large piece of property that manages managed wetlands.

On January 4, 2022, the District Manager attended a monthly meeting of managers of member districts of the Mosquito and Vector Control Association of California. Topics discussed included the upcoming conference, Covid, and other updates from districts throughout the state.

On January 5, 2022, M&I was at the District to continue working on the server migration project.

On January 6, 2022, the District Manager met with a representative of Adapco to discuss products, prices, and to project need for the 2022 season.

As a reminder, the District was closed for the week of December 20th and the week of December 27th.

RESOLUTION NO. 22-01

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BUTTE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

**RESOLUTION OF APPRECIATION FOR MERITORIOUS SERVICE TO THE
CITIZENS OF BUTTE COUNTY AND HAMILTON CITY**

STEVE OSTLING

WHEREAS, Steve Ostling has faithfully served as a Trustee for the Butte County Mosquito and Vector Control District for 4 years; and

WHEREAS, his knowledge and technical expertise have provided valuable contributions to the technical, financial, and governmental aspects of the District program; and

WHEREAS, he has been a strong and consistent advocate of public health protection for the residents of Butte County, Hamilton City, the State of California, and the nation; and

WHEREAS, his service and experience have been a valuable contribution to the mosquito and vector control program of Butte County; and

WHEREAS, the Board will miss Steve's participation, leadership, and ideas.

NOW, THEREFORE, IT IS HEREBY RESOLVED That the Board of Trustees of the Butte County Mosquito and Vector Control District does hereby recognize, thank, and publicly declare it's appreciation to Steve Ostling for his four years of service to the District and publically commend his unselfish service to the people of Butte County and Hamilton City as a Trustee of this District.

**Butte County Mosquito and Vector Control District Board of Trustees
January 12, 2022**

Dr. Albert Beck, President

Carl Starkey

Bruce Johnson

Dr. Larry Kirk, Vice-President

James "Bo" Sheppard, Secretary

Phil LaRocca

Darlene Fredericks

Melissa Schuster, Asst. Secretary

Michael Barth

Matthew Ball, District Manager



RESOLUTION NO. 22-02

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE
BUTTE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**

**RESOLUTION OF APPRECIATION FOR MERITORIOUS SERVICE TO THE
CITIZENS OF BUTTE COUNTY AND HAMILTON CITY**

BETH VICE

WHEREAS, the Butte County Mosquito and Vector Control District Board of Trustees, with grateful appreciation, does hereby acknowledge, commend, and honor Beth Vice, an employee of the District for over twenty-eight years, for her commitment and dedication; and

WHEREAS, her knowledge and technical expertise have provided valuable contributions to the technical, financial, and governmental aspects of the District program; and

WHEREAS, she has been a strong and consistent advocate of public health protection for the residents of Butte County, Hamilton City, the State of California, and the nation; and

WHEREAS, her service and experience have been a valuable contribution to the mosquito and vector control program of Butte County and Hamilton City; and

WHEREAS, Beth had freely given her time and talents to strengthen the essential operations of the District, to further the District's progress toward reaching and fulfilling the District's mission and has worked to ensure that the District continues its tradition of outstanding service to its residents; and

WHEREAS, Beth exemplified resolute commitment to the protection of the residents of Butte County and Hamilton City throughout her entire career;

WHEREAS, Beth was the 1st District employee to ever receive the prestigious American Mosquito Control Association's highest honor, the Boyd-Ariaz Grass Roots award and is one of only four District employees to receive this award; and

WHEREAS, the Board and District employees will miss Beth's participation, leadership, service, and ideas.

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Trustees, the President of the Board, and District Management do hereby recognize these efforts by Beth Vice, an employee of the Butte County Mosquito and Vector Control District, and commend her for her outstanding work effort in protecting the health of the residents within the District. The Board of Trustees of the Butte County Mosquito and Vector Control District also does hereby recognize, thank, and publicly declare its appreciation to Beth Vice for her twenty-eight plus years of service to the District and publicly commend her unselfish service to the people of Butte County and Hamilton City as an employee of this District.

**Butte County Mosquito and Vector Control District Board of Trustees
January 12, 2022**

Dr. Albert Beck, President

Carl Starkey

Bruce Johnson

Dr. Larry Kirk, Vice-President

James "Bo" Sheppard, Secretary

Phil LaRocca

Darlene Fredericks

Melissa Schuster, Asst. Secretary

Michael Barth

Matthew Ball, District Manager



QUOTE AND ANALYSIS FORM

VENDOR #1 PAPE Material Handling

VENDOR #2 Toyota Marerial Handling

VENDOR #3 Holt of California

ADDRESS 2410 Grand Avenue

ADDRESS 6999 Southfront Road

ADDRESS 3850 Channel Drive

Sacramento CA 95838

Livermore CA 94551

Sacramento, CA 95691

PHONE 916-847-2265

PHONE 916-870-3777

PHONE 530-510-5866

TERMS _____

TERMS _____

TERMS _____

QUANTITY WANTED	UNIT	DESCRIPTION
1	H40UT	Hyster 4,000 lbs LPG pneumatic tire
		17 months
1	CPYD25-XW71F	
	FP25	Toyota 4,000 lbs LPG pneumatic tire
		In stock depending on purchase date
1	GP20CN5	CAT 4,000 lbs LPG pneumatic tire
		Mid to late February

VENDOR #1	
Unit Cost	Total Cost
	26,625.00
Shipping	
Tax (Est.)	

VENDOR #2	
Unit Cost	Total Cost
	24,800.00
Shipping	
Tax (Est.)	

VENDOR #3	
Unit Cost	Total Cost
	31,051.01
Shipping	
Tax (Est.)	

DEPARTMENT _____

BY Shane Cassity

Sub Total	<u>26,625.00</u>
Tax	<u>1,904.21</u>
Freight	<u>N/A</u>
TOTAL	<u>28,529.21</u>

Sub Total	<u>24,800.00</u>
Tax	<u>1,798.00</u>
Freight	<u>N/A</u>
TOTAL	<u>26,598.00</u>

Sub Total	<u>31,051.01</u>
Tax	<u>2,251.20</u>
Freight	<u>N/A</u>
TOTAL	<u>33,302.21</u>



TOYOTA

MATERIAL HANDLING

NORTHERN CALIFORNIA

BILL TO: Butte County Mosquito Control	SHIP TO	DATE: 12-1-2021
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NAME: Shan Cassity	NAME:
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ADDRESS: 5117 Larkin Road Oroville, Ca 95965	ADDRESS:
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PHONE: 530-990-3919	QUOTE NO.:	HC12121BC
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scassity@buttemosquito.com

MODEL	QUANTITY	DESCRIPTION	UNIT PRICE
CPYD25-XW71F (FP25)	1.00	5,000lbs LPG Pneumatic Tire Truck capacity at 24 inches load center; Basic Truck Configuration: GCT K25 certified engine LPG single fuel & Powershift transmission, Air Pneumatic tires, 40.9" Wide standard carriage, Two spool valve and hydraulic lever kit, Mast speed limiting, Power steering, Tilt steering assembly, Back up alarm, Panoramic rear view mirror, Drum brake, LED head lights, Strobe lights, 118" 2 stage limited free mast, 42" Forks, LED combination lights, Non suspension seat, LP fixed bracket.	\$24,800.00
OPTIONS: included	Mast	X-MJ0196 185"-3 Stage Full Free Lift Mast	
	Tires	X-LT0045 Solid Pneumatic Tires	
	Control Valve	X-DLF0029 4th valve with Hydraulic Lever	
	Hosing	X-GL0023 4th Hosing	
	Forks	X-HC0191 48" Class IIA Fork	
	Seat	X-ZY0119 SC29-23 Full Suspension Seat	
	Seat	X-ZY0061 Operator Presence System	
	Sideshifter	X-KLS0087 Cascade Hang-on sideshift with 3rd Valve and Hosing	
	Options	X-QT0295 Right/Left Mirror	
	Options	X-QT0308 Rear Handle With Horn	
	Options	X-QT0076 Counterweight Grill	
	Options	X-QT0158 Rain Guard Roof	
	Options	X-QT0340 Swing Down LPG Tank Bracket	
	Options	X-QT0299 LED HEAD LIGHTS	
	Options	X-JSS0155 LED Rear working light(1pc)	
	Options	X-QT0293 Rear Blue LED light	
	Options	X-QT0147 Air Pre-cleaner	
	Options	X-QT0103 Fire Extinguisher	
Options			
Options			
Options			

			Sub-total	\$24,800.00
			Dealer Prep	\$ 450
			Local Delivery	\$ 500
			Total Delivered, Subject to applicable Tax	\$
STANDARD, 2-YEAR, 4,000 HOUR WARRANTY				
LEAD TIME: 20 Weeks ARO				
For 6000 pound capacity please add: \$2,500.00				

Your signature on this proposal constitutes an order

Prices are exclusive of any sales or use taxes now in force or which may be made effective in the future by any federal, state, or local governments.

Conditions: This quotation is subject to our General Terms and Conditions, attached hereto and incorporated by reference.

**** Please note that all specifications and prices referenced in this document are preliminary and subject to change based upon final site visit, customer signed drawings, surveys and current vendor pricing.****

Terms: COD or Signed Finance Contracts F.O.B.: Delivered

Delivery: 18 – 20 Weeks

Accepted: _____

Date:_____

Yours very truly,

Tom Salata

Tom Salata

tsalata@tmhnc.com 916-870-3777

Material Handling Consultant



GENERAL TERMS AND CONDITIONS of Sale, Lease, Service and Construction Contracts

These General Terms and Conditions apply to all sales, leases service, and construction contracts (the "Procurement Agreement") entered into with each Customer by RJMS Corporation dba Toyota Material Handling of Northern California, RJMS of Northern California Inc., TMH Golf & Industrial Inc., or any entity under the control of or owned by one of them, referred to herein as "Company".

THESE TERMS INCLUDE A MANDATORY BINDING ARBITRATION PROVISION TO DEAL WITH ANY DISPUTES THAT MAY ARISE. PLEASE READ IT CAREFULLY!

1. **SCOPE.** These General Terms and Conditions may be superseded by specific provisions in Company transaction documents, such as a lease, installment sale contract, service agreement or quotation/proposal signed by both parties. These General Terms and Conditions, and any specific provisions in Company transaction documents, shall be deemed to supersede any contrary provisions in a Customer Purchase Order or similar ordering document, which together with the Company's quotation and other transaction documents constitutes the "Procurement Agreement". Notice is hereby given that any such contrary provisions in such Customer document are not and will not be accepted by Company, unless pursuant to a specific written agreement signed by both parties. Company's acceptance of Customer's order is expressly made conditional on assent to the terms and conditions in this document.

2. **FIRM ORDERS, OPTIONS, CUSTOMER SELECTIONS AND FIRM PRICES.** All Procurement Agreements are firm and non-cancelable when submitted and agreed, unless a "cancelable until" clause appears in writing with a specific date. For many goods sold or leased by Company, Customer is entitled or required to make choices of various options and accessories prior to shipment. Customer is required to make any such choices within the time frame specified by Company, in order to avoid delays in shipment and potential added costs in factory customization. Under all circumstances, Customer is liable for costs and schedule delays arising from failure to make such choices within the specified time, and for any additional costs arising from choices or selections of other specifications not falling within the scope of the original Procurement Agreement. A change in delivery address is permitted only upon agreement to pay any extra costs arising from such change, and subject to sufficient notice being given. All Construction Contract prices quoted are "firm" based on the information given to us as the basis for our quotation, and any subsequent changes or new information regarding specifications, contract requirements, site conditions, or other factors beyond the scope of our proposal or quotation may lead to a revised price for which Customer is obligated.

3. **TAXES, PERMITS & FEES.** Sales or use taxes, personal property taxes, or other taxes levied by the jurisdiction where goods are installed or used, but excluding any taxes on the income of Company, and governmental fees or charges of any type for Plan Checking, Permits, Fire Review fees, etc., are the responsibility of Customer, and shall be paid promptly to Company upon invoicing, whether or not called out on Company's quotation(s) or in the Procurement Agreement.

4. **BUILDING PERMITS.** When a Building Permit is required in connection with the Procurement Agreement, Company will use its best efforts, through its Permit Expedite Service ("PES"), to expeditiously process permits through the appropriate Building Department. This service includes filing, responding to plan check requirements, and assisting with other City/County/State/Federal requirements with regard to associated or related ADA compliance, fire protection needs, structural engineering issues, parking requirements, conformance of pre-existing site conditions, and other such ancillary requirements. However, the PES does not guarantee that a permit will be issued, or that it will be issued in any specific time frame, since such matters are outside Company's direct control. Unless such matters are specified as Company's responsibility in Company's written quotation or proposal, they are Customer's responsibility, including any additional costs imposed as a consequence of the permitting and approval process.

5. **SEISMIC AND CONCEALED CONDITION EXCLUSION.** No warranty or assurances are provided with respect to seismic design requirements, nor is Company's proposal intended to satisfy any such requirements, unless explicitly and specifically provided for in Company's written quotation/proposal. If specification and plan changes are required to comply with any such requirements imposed by government authority, the costs of such changes are the responsibility of Customer. Company does not accept any liability for, nor is it responsible for remediation or restorative costs arising from, the discovery or existence of or damage to buried conduits, networking cables, tensioning cables, utility lines/piping, water lines, footings or wood concealed in or under concrete or asphalt surfaces, or within the cutting, drilling, demolition or excavation to depths requested, and Customer is responsible for advising Company of all such conditions and obstructions prior to commencement of any underground work.

6. **DOWN PAYMENT AND PAYMENT.** Construction Contracts generally require thirty percent (30%) down payment, subject to adjustment based on the specifics of each order, and we reserve the right to require a Down Payment or partial advance payment for any order. Upon approved credit, standard payment terms for purchases are net/10 days from date of invoice, but may be altered in our written quotation. Standard payment terms for leases, installment sales, service agreements, construction-contract progress payments, and other transactions involving periodic payments are net/5 days of the specified monthly due date during the term of the contract. Overdue payments are subject to a late payment fee of 1.5% per month commencing 30 days after the initial payment default. Payment terms are in all cases subject to continuing review and change based on creditworthiness.

7. **FOB POINT.** All goods delivered by Company are shipped FOB point of manufacture or point of stocking, even when shipping costs are prepaid and included in the purchase price or lease value, unless our quotation or order confirmation explicitly provides for FOB point of delivery. Title to purchased goods passes to Customer at FOB point. All fees, handling or loading

charges, waiting-time charges and other fees charged by the designated delivery carrier or others involved in the delivery chain are chargeable to the account of Customer.

8. LIMITED WARRANTY. The limited warranty provided with any goods purchased, or installed as part of a Construction Contract, is that of the manufacturer, and Company is only a dealer in and reseller of such goods. Both Company and the original manufacturer of goods delivered do not make any warranty, express or implied, of fitness for any particular use or purpose. Company warrants labor and workmanship of itself and its subcontractors for ninety (90) days following completion of installation. Company will be responsible for providing warranty services, or for facilitating or arranging for such services to be provided by others, when necessary. Under no circumstances shall Company be liable for special, indirect, incidental, consequential, punitive or exemplary damages for alleged breach of warranty or other damages arising from installation or use of the goods, nor for loss of income or profits to Customer. Some states or jurisdictions limit or exclude certain disclaimers or limitations of liability contained in this paragraph, in which case such disclaimers or limitations may not apply to you.

9. INITIAL LOCATION OF USE. The Initial Location of Use is the initial shipment destination specified by Customer, unless some other primary initial location of use is identified in writing prior to shipment. For lease, installment sales and service agreements, no change in location of primary use may be made without immediate written notification to Company of the new Location of Use. In the case of service contracts, a change in Location of Use may result in a change to the monthly charges for such service.

10. CONTRACTORS' LICENSE AND SUBCONTRACTORS. Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to them at 1010 "N" Street, Sacramento, CA 95814. Company's Contractor's License Number is #813344. Company may use the services of subcontractors in its performance of its obligations to be performed under the Procurement Agreement. Company assumes responsibility for the licensing (if required), performance and work product of such Subcontractors as agents of Company, and for any liabilities to Customer which they may incur during the course and scope of performance of their work.

11. INSURANCE. Company will maintain commercial general liability, property/casualty, and vehicle insurance in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate limit, covering risks and damages arising from its activities and operations with respect to the Procurement Agreement. Company's employees will be covered under a Workers Compensation policy as required by law. If Customer requests greater coverage limits, and such additional coverage is commercially available to Company, it will be provided only upon Customer's agreement to be responsible for the additional cost thereof.

12. INDEMNIFICATION. Company agrees to indemnify Customer against any harm or damage to persons or property arising from or caused by its performance under the Procurement Agreement, including the costs of defense against any such claims or charges, except to the extent that any such harm or damage is caused by the willful acts or negligence of others, including Customer. Company shall be entitled to take over the defense of any such actions, at its discretion and at its cost.

13. LIMITATION ON DAMAGES. Under no circumstances shall Company be liable to Customer for incidental, consequential, punitive or exemplary damages.

14. SUBCONTRACTING BY CUSTOMER. If Company is acting as subcontractor to Customer under a Prime Contract, Customer may identify in writing all provisions of the Prime Contract that it or its prime client wish to apply to the Procurement Agreement, prior to entering into the Procurement Agreement, and such provisions shall become part of the Procurement Agreement only if expressly disclosed to and accepted in writing by Company.

15. LIENS. During the course of and as a consequence of its performance, Company shall not permit any mechanics' liens or other liens to be attached to the personal property or realty of Customer or others. Should any such liens nonetheless attach, Company shall be solely liable for removing or terminating such liens, or for reimbursing any costs incurred by Customer in doing so.

16. COMPLIANCE WITH APPLICABLE LAW. At all times during its performance of the Procurement Agreement, Company shall comply with all applicable laws and regulations, including labor relations laws, executive orders and the like, and with any applicable internal policies and procedures of which it has been advised that are applicable to contractors or other visitors to its premises or to the designated work site. Exception: Company does not accept or engage in any contracts, as prime or subcontractor, for which Project Labor Agreements will apply.

17. CHOICE OF LAW, ARBITRATION, VENUE, COSTS AND FEES. This Agreement is deemed to have been made in California, and shall be interpreted and construed under California Law, not including its Choice of Law provisions. Any dispute or controversy arising in connection with this Agreement, if not subject to or limited to Small Claims Court jurisdiction, excluding any request for injunctive or similar relief which is beyond the powers of an arbitral forum to grant and enforce, whether sounding in contract or tort, shall be resolved by mandatory binding arbitration under the auspices of JAMS or ADRS, before a single arbitrator. The matter shall be heard in the California County where the goods are to be delivered and used, or where services are to be provided, but if such location is not within California, then in Alameda County, California. The arbitrator (or court, if any matter is heard therein) shall award costs and reasonable attorney fees, or such proportion of them as he considers just.

18. AMENDMENT. The Procurement Agreement, and these General Terms and Conditions, may be amended only by a written instrument duly signed by all parties thereto.

19. COUNTERPARTS, FAXED SIGNATURES, AND EMAIL. The Procurement Agreement and amendments thereto may be executed in counterparts, with fully-executed signature pages faxed by each party to all other parties, with the same effect as if all original signatures appeared on the same copy. Selection of options or features by a Customer, pursuant to a Procurement Agreement, may be communicated by email, and may also be confirmed by email.

20. INTEGRATION. The Procurement Agreement, including these General Terms and Conditions, is fully integrated and contains all the understandings and agreements of the parties, and supersedes all prior understandings and agreements between the parties whether written, oral, based on a course of conduct or pattern of dealing, or otherwise, that deal with substantially the same subject matter, except as to customer selections, options or choices as described in Section 2 above.

21. WAIVER. Any waiver or forbearance by either party of any of its rights hereunder shall not be construed as a waiver of any other occurrence giving rise to the exercise of the right at issue, whether past or future.

22. REPRESENTATION OF AUTHORITY. Each person signing the Procurement Agreement on behalf of a partnership, corporation, limited liability company, trust or other entity represents and warrants to all other parties that he/she individually has the required authority to execute the Procurement Agreement on behalf of such entity. END



MODEL: H40UT

All trucks shown with optional equipment. Please refer to quotation specifications.

CUSTOMER DETAILS

CUSTOMER	Butte Mosquito
ADDRESS	5117 Larkin Road, Oroville, California, 95965
SHIP-TO ADDRESS	5117 Larkin Road, Oroville, California, 95965
CONTACT NAME	Shane Cassity
PHONE	530-533-6038

PROPOSED BY	Katie Scott	TITLE	Territory Manager
PHONE / CELL	(916) 857-2265 / 916-847-2265	EMAIL	kscott@papemh.com
DATE	Dec 06 2021	QUOTE EXPIRATION	Jan 05 2022



Quoted Model: H40UT Available Features

Hyster® H40UT Lift Truck - 4,000 lb Nominal Capacity, Class V

Proposal Summary

Included Items	Description	Quantity
Model	Hyster® H40UT Lift Truck - 4,000 lb Nominal Capacity, Class V	1
Powertrain	Powershift 1 Speed Transmission Brakes - Self Energizing Drum Engine - PSI 2.4L LPG	
Powertrain Options	Keyswitch Start Swing out and rotating LPG Tank Bracket with Twin Metal Strap Counterweight Rear Exhaust Counterweight Net High Air Intake	
Powertrain Accessories	Operator Presence System	
Mast	2 Stage Limited Free Lift Mast 177" Maimum Lift Height, 111" LoweredHeight Mast Tilt - 6° Forward / 6° Back	
Carriages & Attachments	41" Hook Type Integral Sideshift Carriage 47" High Load Backrest	
Forks	42" Hook Type (1.6" x 4.8") Standard Tapered Forks	
Hydraulics	Mechanical Lever Hydraulic Controls - Cowl Mounted 3 Function (1 Auxiliary) Hydraulic Control Valve	
Hoses	1 Auxiliary Function Hose Group - 2 Hoses Internally Mounted	
Wheels & Tires	Drive Tires - 7.00 x 12-12 PR - Pneumatic - Standard Tread Width Steer Tires - 6.00 x 9-10 PR - Pneumatic	
Operator Compartment	86" High Overhead Guard	
Directional Control	Directional Control Lever - Mounted on Left Side of Steering Column Steering Wheel with Spinner Knob	
Seat	Non-Suspension Vinyl Seat Seat Belt - Black - No-Cinch with ELR (Emergency Locking Retractor)	
Lights & Alarms	Visual Alarm not Included Audible Alarm - Reverse Direction Activated Two Front LED Work Lights with Stop, Tail, Indicator, and Reverse Lights	
Warranty	12 Months / 2,000 Hours Manufacturer's Warranty, 36 Months / 6,000 Hours Powertrain Warranty; please see full Warranty Statement for additional details.	
Literature & Nameplate	English Literature Pack and Labels	
Fees & Surcharges	Freight Fees & Surcharges	



Destination Charge

Additional Items or Accessories Included

	Description	Quantity
PDI & Delivery	PDI & Delivery	1
LP Tank	LP Tank	1

Total Investment

Price H40UT	\$26,625.00	Qty: 1
Quoted Quantity	1	TOTAL: \$26,625.00

F.O.B. Delivered. Price is exclusive of any taxes. Lease payment includes a documentation fee. This sales order/proposal is subject to Pape' Material Handling'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, and will also be sent by mail or email to Buyer upon request.

Proposal By:	<u>Katie Scott</u>	Accepted By:	_____
Signature:	_____	Signature:	_____
Date Signed:	_____	Date Accepted:	_____
		PO Number:	_____

QUOTATION
Sourcewell Contract 091520-MCF



3850 Channel Drive
West Sacramento, CA 95691
(916) 373-4100

PREPARED FOR

Customer: Butte County Mosquito and Vector Control
Address: 5117 Larkin Rd 5117 Larkin Rd
Oroville, CA 95965
Attn: Shane Cassity
Phone: (530) 990-3919
E-mail: scassity@buttemosquito.com

REFERENCE

Effective From: Monday, December 13, 2021
Effective To: Wednesday, January 12, 2022
Quote #: 577165
Account Manager: Todd Soito
Direct Phone: 530-510-5866
E-mail: tsoito@holtca.com

Holt of California Key Advantages

Proudly Serving Northern California for Over 90 Years!



GP20CN5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)

HIGHLIGHTS

Uncompromising Performance

- Powerful GK21 2.1L 4 Cylinder Engine
 - Maximum Torque 110 ft-lb @ 2000 rpm
 - Maximum Horsepower 53 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder





GP20CN5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)

- Separate Brake and Inching Pedals
- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry’s most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift’s productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	GK21 2.1L 4 Cylinder Gas and LPG Engine
POWERTRAIN	1	Single Speed Powershift Transmission
CARRIAGE	1	36.0" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	36" Wide ITA Class II Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve with Cowl Mounted Levers
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders



GP20CN5 - 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)

OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System
PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
PRODUCTIVITY OPTIONS	1	Steering Wheel Knob
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
WARNING / LIGHT OPTIONS	1	Rear LED Working Light
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
ACCESSORIES	1	Drawbar Pin
LP TANK	1	Steel LP Tank, Horizontal Fill - 33.5#
LANGUAGE MARKINGS	1	English Language Markings North/South America

GP20CN5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 4,000 lb. Capacity LP Pneumatic Tire Lift Truck (Compact)	\$31,051.01	\$31,051.01	
SPECIFIED INVESTMENT TOTAL:			\$31,051.01	

TAX NOT INCLUDED. PRICE INCLUDES FREIGHT, DEALER PREP, LOCAL DELIVERY

Pricing as per Sourcewell contract 091520-MCF
Member #181890

Units due in Mid to late February 2022
(subject to prior sale)

GP20CN5 WARRANTY

GP20CN5 Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain

The additional terms and conditions stated below are part of and incorporated in this agreement. This agreement shall not be considered enforceable until accepted by Holt and executed by its officer. Any individual signing this agreement represents and warrants that he/she is at least 18 years old and has the authority to bind customer to the terms of this agreement.

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

Butte County Mosquito and Vector Control District

Holt of California

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Todd Soito
Printed name

Title/Position

Territory Manager
Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

1. PARTIES. This Sale Order/Quotation ("Agreement") is made by and between Holt of California or Holt Rental Services dba The CAT Rental Store as seller ("Holt") and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile
2. SALE OF GOODS. Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement ("Goods"). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer's consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt's place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer's shipper. Customer shall pay for the Goods upon tender of the delivery of the Goods by Holt.
3. INSPECTION. Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer's acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.
4. WAIVER/AMENDMENTS. The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.
5. LIMITATION OF ACTIONS. Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action.
6. ASSIGNMENT. This Agreement may be assigned by Holt to a third party without the prior consent of Customer.
7. ATTORNEY'S FEES. In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.
8. VENUE. Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento, located in Sacramento, California.
9. CALIFORNIA LAW. This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.
10. INDEMNITY. Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
11. DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES. EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. THE GOODS SOLD UNDER THIS AGREEMENT ARE PURCHASED BY CUSTOMER "AS IS" AND HOLT DOES NOT WARRANT THAT THEY ARE OF MERCHANTABILITY QUALITY OR THAT THEY CAN BE USED FOR ANY PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods,

or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.

12. SECURITY INTEREST. Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

13. BILL OF SALE FOR PROPERTY TAKEN IN TRADE. For value received, Customer grants, sells, transfers and delivers to Holt the trade in equipment ("Equipment") described on the agreement. Customer hereby certifies that the Equipment is owned by customer, and there is no lien, claim, debt, mortgage or encumbrance of any kind, nature or description against the Equipment. Customer shall assume all risk of loss and/or damage to the Equipment, beyond normal wear, until it is delivered to Holt, and Holt shall not be obligated to take the Equipment in trade unless and until Holt accepts physical delivery of the Equipment.

14. ACCESS TO EQUIPMENT DATA In the event this machine is equipped with a GPS information system, I understand data concerning this machine, its conditions, and its operation is being transmitted to equipment manufacturers including but not limited to Caterpillar, Inc, its affiliates (Caterpillar) and /or its dealers to better serve me and to improve upon products and services. The information transmitted may include: machine serial number, machine location and operational data including but not limited to : fault codes, emissions data, fuel usage, service meter hours , software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third parts and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar and / or its dealers. For Caterpillar's data policy go to www.cat.com/en_US/support/operations/fleet-management-solutions/product-link/caterpillar-telematicsdataprivacystatement.html

2022 Vehicles Surplus to Need

Truck #157, 2007 Chevy Colorado, 3.7 liter engine with 75,765 miles, red paint color, VIN 1GCCS19E578124997– minimum recommended bid \$4,000.00.

Truck #158, 2007 Chevy Colorado, 3.7 liter engine with 106,767 miles, red paint color, VIN 1GCCS19E778120482– minimum recommended bid \$3,000.00.

Truck #163, 2009 Dodge Dakota, V6 3.7 liter engine with 109,927 miles, white paint color, VIN 1D3HW22K59S800829– minimum recommended bid \$3,000.00.

Truck #167, 2010 Dodge Dakota, V6 3.7 liter engine with 70,615 miles, white paint color, VIN 1D7CW2BK0AS188665– minimum recommended bid \$5,000.00.



V157

2007 Chevrolet Colorado Extended Cab Pricing Report

Model: LT Pickup 4D 6 ft

Mileage: 75,765

KBB.com Consumer Rating: 4.1/5

Vehicle Highlights

Fuel Economy: City 15/Hwy 22/Comb 18 MPG

Engine: 5-Cyl, 3.7 Liter

Transmission: Automatic

Drivetrain: 2WD

Country of Assembly: United States

Country of Origin: United States

PA Class: Small Pickup Trucks

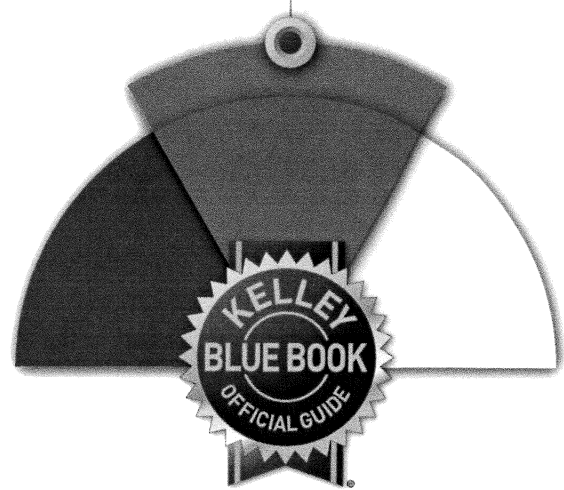
Max Seating: 5

Doors: 4

Body Style: Pickup

Sell to Private Party

Private Party Range
\$5,737 - \$8,228
Private Party Value
\$6,983



Valid for ZIP code 95965 through 01/05/2022



V158

2007 Chevrolet Colorado Extended Cab Pricing Report

Style: LT Pickup 4D 6 ft

Mileage: 106,767

BB.com Consumer Rating: 4.1/5

Vehicle Highlights

Fuel Economy: City 15/Hwy 22/Comb 18 MPG

Engine: 5-Cyl, 3.7 Liter

Transmission: Automatic

Drivetrain: 2WD

Country of Assembly: United States

Country of Origin: United States

PA Class: Small Pickup Trucks

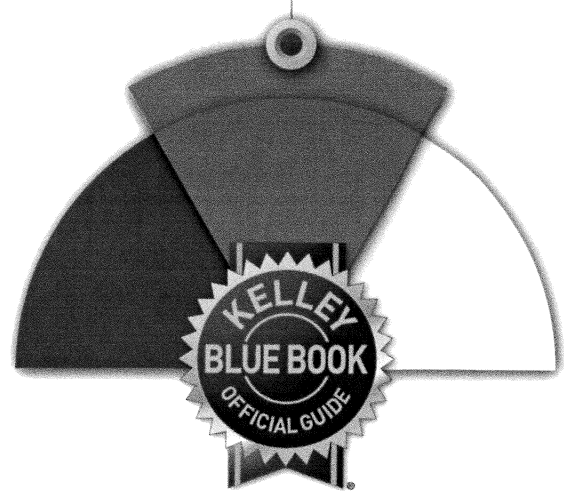
Max Seating: 5

Doors: 4

Body Style: Pickup

Sell to Private Party

Private Party Range
\$4,395 - \$6,886
Private Party Value
\$5,641



Valid for ZIP code 95965 through 01/05/2022



V163

2009 Dodge Dakota Extended Cab Pricing Report

Model: ST Pickup 4D 6 1/2 ft

Mileage: 109,927

BB.com Consumer Rating: 4.2/5

Vehicle Highlights

Fuel Economy: City 14/Hwy 18/Comb 15 MPG

Engine: V6, 3.7 Liter

Transmission: Automatic, 4-Spd w/Overdrive

Drivetrain: 4WD

Country of Assembly: United States

Country of Origin: United States

PA Class: Small Pickup Trucks

Max Seating: 4

Doors: 4

Body Style: Pickup

Trade in to a Dealer

Trade-in Range
\$4,500 - \$5,419
Trade-in Value
\$4,960



Valid for ZIP code 95965 through 01/05/2022



V167

2010 Dodge Dakota Extended Cab Pricing Report

Model: ST Pickup 4D 6 1/2 ft

Mileage: 70,615

BB.com Consumer Rating: 4.2/5

Vehicle Highlights

Fuel Economy: City 14/Hwy 18/Comb 15 MPG

Engine: V6, 3.7 Liter

Transmission: Automatic, 4-Spd w/Overdrive

Drivetrain: 4WD

Country of Assembly: United States

Country of Origin: United States

PA Class: Small Pickup Trucks

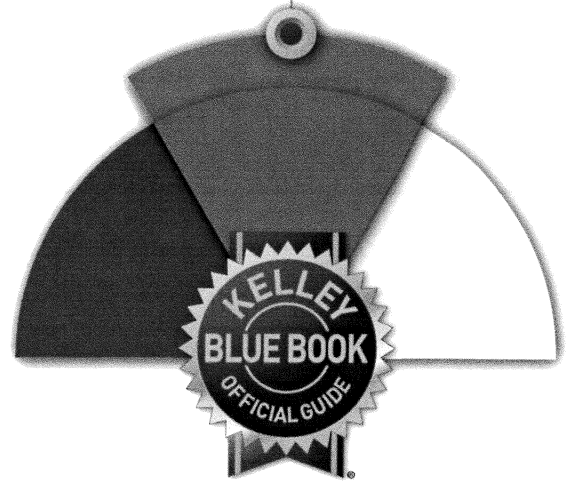
Max Seating: 4

Doors: 4

Body Style: Pickup

Sell to Private Party

Private Party Range
\$9,252 - \$11,483
Private Party Value
\$10,368



Valid for ZIP code 95965 through 01/05/2022