Dayton Legal Blank Co., Form No. 30045

Resolution No. ..... *Passed* ....., YEAR

CITY OF BELPRE
RESOLUTION NO. 13 (2026-2027)

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF BELPRE TO ENTER INTO A PURCHASE AGREEMENT WITH SOUTHEASTERN EQUIPMENT COMPANY FOR THE PURCHASE OF A DYNA-VAC MACHINE

WHEREAS, the City of Belpre Water Department does not own a safe and reliable vacuum machine for clearing storm sewer, sewer, and water lines; and

WHEREAS, the Mayor has requested that she be able to negotiate a contract with Southeastern Equipment Company to purchase a new Dyna-Vac machine.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF BELPRE, OHIO, THAT:

SECTION I

Upon recommendation of the Mayor and Safety Service Director, the Council finds that new vacuum equipment is needed by the Water Department.

SECTION II

Therefore, the Mayor is authorized to negotiate a contract with Southeastern Equipment Company for the purchase of a new Dyna-Vac machine. The contract shall be submitted to the Council for agreement before the purchase of the Dyna-Vac machine.

SECTION III

This Resolution shall become effective at the earliest time permitted by law.

PASSED: August 24, 2026
PRESIDENT OF COUNCIL

ATTEST: Kimberly S. Meredith

PRESENTED TO MAYOR: 8/25/26

APPROVED BY MAYOR: 8/25/26
MAYOR

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on August 25, 2026, this Resolution was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

August 25, 2026
Date

Kimberly S. Meredith
CLERK

Southeastern Equipment Company

SALES ORDER

Purchaser:

CITY OF BELPRE
Contact:
PO BOX 160
BELPRE , OH 45714
P: 740-423-7592
E:

Account #: 14480
County: Washington, OH
Ship To:

Selling Branch & Salesperson:

26580 SR 7, Marietta, OH 45750

Salesperson: Catlin Ball
P: (740) 374-7479
E: cball@southeasternequip.com
Quote #: 20260625-083234312

Financed by:

Date: 06/25/2026

Order Summary:

Equipment # Item # Serial #	Year, Make, Model	Product Notes	Price
Custom Line Item T	Dyna-Vac	HET800-830	$145,159.00
Custom Line Item S		Upgrade 350 Gallon Poly Tank	$682.00
Custom Line Item R		De-Watering System, 300GPM, Auto/Manual Control 1-1/4 Solids, Hydraulic Drive, Tank Level Control	$8,815.00
Custom Line Item Q		Hydraulic Door Locks, 3/4 Full Opening Flat Door	$4,687.00
Custom Line Item P		Hydraulic Tongue Jack and Electric/Hyd Power Unit	$2,278.00
Custom Line Item O		Wireless Remote for Boom, Water, Vacuum	$3,509.00
Custom Line Item N		Upgrade to 48" Telescoping Boom	$681.00
Custom Line Item M		2400CFM PD Vacuum Pump System with: With 120HP Engine Upgrade	$39,771.00
Custom Line Item L		35 Gal Bag House Filter, For Dry Media	$6,946.00
Custom Line Item K		Polyethylene Tank Liner	$2,335.00
Custom Line Item J		Internal Tank Washdown System	$591.00
Custom Line Item I		Anti-Freeze System with 7gal. Tank	$1,319.00
Custom Line Item H		Traffic Cone Holder	$124.00
Custom Line Item G		Handheld Spotlight with 20ft Retractable Cord	$627.00
Custom Line Item F		Aluminum, Tongue Mounted Toolbox Upgrade	$140.00
Custom Line Item E		6" x 48" Aluminum Suction Tube with Couplers (QTY 2)	$932.00
Custom Line Item D		6" x 72" Aluminum Suction Tube with Couplers (QTY 3)	$1,560.00
Custom Line Item C		6" Tube Handle	$157.00
Custom Line Item B		3" Abrasion Resistant Vacuum Hose	$402.50
Custom Line Item A		Boom 6-Way Joystick, on Panel, No Switches	$1,009.00
Custom Line Item AA		Fright	$3,000.00
Custom Line Item AB		Upgrade to 1000 gallon debris tank	$4,276.19
Factory Warranty		12 month warranty on fabricated parts 18 month warranty on engine 36 month warranty on water tank 60 month warranty on water pump head corrosion 18 month warranty on vacuum pump	$0.00
		Total Equipment Price	$229,000.69

Total Equipment Price	$229,000.69	Fuel, DEF, and Other	$0.00	Sales Tax	$0.00
Final Trade-In Amount	$20,000.00	Freight/Trucking	$0.00	FET Tax	$0.00
Applied Rent	$0.00	Title & License Fees	$0.00	Down Payment	$0.00
Carrying Charge	$0.00	Total Trade Payoff	$0.00		

Total After Tax & Payoff	**$209,000.69**
Estimated Balance Due (after down payment)	**$209,000.69**

Southeastern Equipment Company

SALES ORDER

Account #: 14480
County: 167
Ship To:

Salesperson: Caitlin Ball
E: cball@southeasternequip.com
Quote #: 20260625-083234312

Date: 06/25/2026
PO #: N/A
Contract #:

Trade Equipment:

Equipment # / Item # / Serial #	Year, Make, Model	Product Notes	Trade-In Allowance
Equipment: item: Serial: 7NWD162Y4MK010040			$20,000.00
		Freight to Southeastern Equipment	($0.00)
		Total Value:	$20,000.00

NOTES:

EQUIPMENT DELIVERY INFORMATION

Transfer of Ownership	
Delivery Method	
Customer Requested Delivery Date	—
Delivery Info	

Line Item Name	Description	Months	Total Engine Hours	Expires	Price
				Total Warranty Price	$0.00

	Customer Initials
I have elected **NOT TO TAKE** any extended warranty options with the purchase of this equipment.	
I have elected **NOT TO TAKE** any preventative maintenance plan with the purchase of this equipment	

Southeastern Equipment Company

SALES ORDER

Account #:14480
County: 167
Ship To:

Salesperson: Catlin Ball
E: cball@southeasternequip.com
Quote #: 20260625-083234312

Date: 06/25/2026
PO #: N/A
Contract #:

TERMS & CONDITIONS

A. DEFINITIONS. Seller is Southeastern Equipment Co. Inc.; Purchaser is the entity denoted above in the box titled purchaser; collectively Seller and Purchaser may be referred to as Parties; Equipment is new or used equipment being purchased by Purchaser; Trade-In Equipment is equipment being sold by Purchaser to Seller in exchange for a credit only applied to this sale; and Agreement is this contract for the sale and Trade-In of equipment between the Parties.

B. PRICE AND PAYMENT. The Purchaser and Seller agree that the Total Amount Due will be finally determined by Seller on the date of Delivery of the Equipment based on the manufacturer invoice plus any surcharges from the manufacturer. Seller hereby does sell, convey and transfer title to Purchaser for Equipment upon full payment of the Balance Due, as calculated pursuant to this Agreement. Purchaser shall remit payment to Seller by cash, check, electronic wire, ACH or other reasonable commercially acceptable method of payment within thirty (30) days of Delivery of Equipment if Purchaser has established line of credit with Seller or immediately upon Delivery of Equipment if no line of credit is established. A finance charge of 1.5% per month (or the maximum amount permitted under applicable state law) will be assessed on all past due balances. All additional taxes or fees owed because of the sale are the responsibility of the Purchaser. SELLER RETAINS A SECURITY INTEREST IN THE EQUIPMENT UNTIL THE FULL PURCHASE PRICE IS RECEIVED BY SELLER.

C. DELIVERY OF EQUIPMENT. Seller will make Equipment available according to the delivery instructions contained herein. If no instructions are included, the Seller will make Equipment available at the location where the Equipment is located. Purchaser is responsible for all shipping and trucking costs, including loading and unloading, permits and other expenses. Costs may be included in the Total Amount Due if trucking has been predetermined. Any change in delivery location may result in additional charges to be borne by Purchaser. Special order Equipment will be made available once delivery is received by Seller from Equipment supplier. Unless Seller is using Seller's in-house trucking services, Equipment is delivered FOB Seller's location. Seller reserves the right to subcontract or assign Seller's obligation to deliver Equipment. Seller reserves the right to substitute Equipment that is the same year, condition, make, model, within ten (10) hours on the hour meter, and of the same or better configuration without breach of this Agreement or notice.

D. CONDITION OF EQUIPMENT. ALL EQUIPMENT IS SOLD AS IS, WHERE IS UNLESS OTHERWISE STATED IN THIS AGREEMENT. SELLER MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS, EXCEPT FOR WARRANTY EXPRESSLEY MADE ON THIS AGREEMENT. Manufacturer warranty does not in itself create a warranty by Seller. Any reference to hour meters on used equipment is for informational purposes only. Purchaser should inspect any used equipment prior to purchase. Purchaser acknowledges warning and responsibility for inspecting all equipment and ensuring equipment meets any and all applicable safety and operational guidelines and laws for use, including the standards set forth in the Federal Occupational Safety and Health Act of 1970, as amended and restated.

E. TRADE-IN EQUIPMENT. If Trade-In Equipment is included on this Agreement, Purchaser hereby bargains, sells and conveys unto Seller the Trade-In Equipment and represents and warrants that Purchaser has marketable title free and clear of any encumbrances, liens, and security interests except to the extent included in the trade payoff number and fully disclosed to Seller. If Trade-In Equipment is not delivered to the Seller prior to delivery of the Equipment to Purchaser, the Trade-In Equipment may be reappraised at the sole discretion of Seller and such reappraisal value shall determine the allowance made for such Trade-In Equipment. In the event the Trade-In Equipment appraisal value is less than the original allowance for said equipment, the Purchaser may terminate this order, however, termination will only be valid if received prior to delivery of Equipment.

F. LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY PURCHASER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, OR TORT, OR OTHERWISE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OFOR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE RELEVANT EQUIPMENT. Seller shall not be deemed to be in default of any provision of this Agreement, or for failures in performance, resulting from acts or events beyond Seller's reasonable control ("Force Majeure"). Force Majeure shall include, but are not limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, and labor disputes. In the event delivery of Equipment is delayed more than thirty (30) days because of Force Majeure, Purchaser may cancel all or part of its purchase of Equipment.

G. MISCELLANEOUS.

Due to price fluctuations in the market, Seller reserves the right to pass on any price increase or surcharge to the Purchaser and Purchaser agrees to pay it pursuant to the terms set forth in paragraph B. This Agreement constitutes the complete agreement between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, representations, discussions, proposals, literature, and the like written or oral. This Agreement may not be modified or amended except in a writing signed by an authorized representative of the Seller and Purchaser. Use of headings in this Agreement are for convenience only and are not to be construed in the meaning of the instrument. This Agreement may be executed in counterparts and any scan, copy or facsimile will be deemed valid as an original copy. In the event any provision of this Agreement is determined to be unlawful or against public policy and found invalid or unenforceable, the remaining provisions will remain in full force and effect. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent breach. This Agreement, and all matters arising out of or relating to this Agreement, are governed by the laws of the State of Ohio. Any legal action or proceeding

relating to this Agreement may only be brought within the jurisdiction of Guernsey County, Ohio.

H. AUTHORITY AND UNDERSTANDING. In signing this Sales Order, you represent that you have the authority to sign on behalf of the Purchaser for the purchase of Equipment and disposition of Trade-In Equipment, you have read and fully understand all terms of this Agreement, and you acknowledge receipt of a fully complete and accurate copy of this Agreement and waive notice of the acceptance or rejection of the Purchaser's offer by the Seller.

I. IF CUSTOMER PAYS ANY BALANCE OWED UNDER THIS SALES ORDER USING CREDIT/CHARGE CARD, SOUTHEASTERN RESERVES THE RIGHT TO CHARGE AN ADDITIONAL 3% OF THE TOTAL INVOICE AS A CONVENIENCE FEE WHICH CUSTOMER HEREBY AGREES TO PAY.

J. CREDITS ISSUED TO YOUR ACCOUNT WILL BE AUTOMATICALLY APPLIED TO FUTURE PARTS AND SERVICE PURCHASES. CREDITS ARE VALID FOR TWENTY-FOUR (24) MONTHS FROM THE DATE OF ISSUANCE. ANY UNUSED CREDITS WILL EXPIRE AND BE REMOVED FROM THE ACCOUNT AFTER THIS PERIOD. CREDITS HAVE NO CASH VALUE AND ARE NON-TRANSFERABLE.

Southeastern Equipment (Seller)	Customer Name (Purchaser):
Print Name: _____ Date: _____	Print Name: _____ Date: _____
Sign: _____	Sign: _____