

Agenda Item Form

Agenda Date: May 4

Districts Affected: All

Dept. Head/Contact Information: Byron Johnson, 541-4308

Type of Agenda Item:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input type="checkbox"/> Other _____ | | |

Funding Source:

- General Fund
 Grant (duration of funds: _____ Months)
 Other Source: Fleet Service Internal Service Fund

Legal:

- Legal Review Required Attorney Assigned (please scroll down): Ruth Reyes Approved Denied

Timeline Priority: High Medium Low # of days: _____

Why is this item necessary:

Parts for Ditch Witch Equipment necessary for repairs.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Ongoing yearly expense for Ditch Witch parts.

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

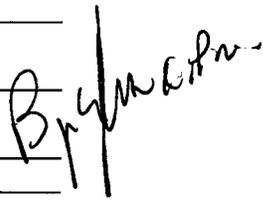
Vendor is sole provider for Ditch Witch equipment.

*

DATE: April 26, 2004

TO: Municipal Clerk

FROM: Byron E. Johnson, C.P.M.
Director of Purchasing x 4313



CITY CLERK DEPARTMENT

2004 APR 29 PM 1 36

THRU: Aurora Wells
Interim Bid Clerk ext. 4038

Please place the following item on the **CONSENT** agenda for the Council Meeting of **MAY 04, 2004.**

Item should read as follows:

Department:	Fleet Services
Funds available:	37370510-503121-45202
Funding source:	Fleet Service Internal Service Fund
Total award:	\$25,000.00 (estimated annually)
District (s):	All

Request that the Director of Purchasing be authorized to issue Purchase Order(s) to Ditch Witch Sales & Service, for Ditch Witch equipment for FY2004/2005 and any extension thereof. Ditch Witch is the sole authorized dealer for Ditch Witch Equipment and Parts in the El Paso, Texas area.

Contact person: Jesus M. Juarez, Procurement Analyst at 541-4317.

AGENDA FOR: MAY 04, 2004



PURCHASING DEPARTMENT

DATE: April 22, 2004 TO: CITY CLERK
FROM: Byron E. Johnson
Jesus M. Juarez *Byron E. Johnson*

Please place the following item on the Consent Council Agenda for the
Council Meeting of May 4, 2004

Item should read as follows: Request that the Director of Purchasing be authorized to issue Purchase Order(s) to Ditch Witch Sales & Service, for Ditch Witch equipment for FY2004/2005 and any extension thereof. Ditch Witch is the sole authorized dealer for Ditch Witch Equipment and Parts, in the El Paso, Texas area.

Department: Fleet Service
Funds available: 37370510-503121-45202
Funding source: Fleet Service Internal Service Fund
Total award amount: \$25,000.00 Estimated Annually
District(s): All

SPECIAL INSTRUCTIONS: _____

City Clerk's Use ITEM NO. _____



Authorized Ditch Witch® Dealer
Ditch Witch Sales & Service El Paso
10033 Railroad Drive
El Paso, TX 79924
(915) 821-4477 FAX: (915) 821-2975
(300) 444-7569

April 2, 2004

Fleet Services Department
City of El Paso
1059 Lafayette, Bldg. 3
El Paso TX 79907

To Whom It May Concern:

This letter is to inform you that our agreement with The Charles Machine Works, Inc. dated January 1st, 1995 is still in effect until such time my husband (Carl Rogers) and I sell the company.

Our area of primary responsibility has not changed and remains the same until further notice.

Thank you,

Cheryll Rogers/Secretary/Treasurer
Ditch Witch Sales & Service El Paso

AL HIGHTOWER

The Charles Machine Works, Inc.

Ditch Witch® Dealer

Sales and Service Agreement

AGREEMENT, effective the 1st day of January, 1995, by and between The Charles Machine Works, Inc., an Oklahoma Corporation (COMPANY) and

El Paso Trenchers, Inc., a Texas corporation (DEALER),

(Dealer Name (Indicate whether individual, partnership or corporation. If corporation, state of incorporation.))

of El Paso, El Paso, Texas 79934 (City, County, State, Zip)

doing business as Ditch Witch Sales & Service El Paso (DEALER Firm Name)

PURPOSE

The purpose of this Agreement is to establish DEALER as an authorized dealer in COMPANY PRODUCTS (as defined in this Agreement), to set forth the respective responsibilities of COMPANY in producing and selling COMPANY PRODUCTS to DEALER and of DEALER in reselling and providing service, recognize the interdependence of both parties in achieving their mutual objectives of satisfactory sales, service, and profits by continuing to develop and retain a broad base of satisfied owners of COMPANY PRODUCTS, to define AREA OF PRIMARY RESPONSIBILITY for DEALER, and to establish DEALERSHIP LOCATION(s).

In entering into this Agreement, the COMPANY and DEALER recognize that the success of COMPANY and each of its authorized dealers depends largely upon the reputation and competitiveness of COMPANY PRODUCTS and DEALER's services, and on how each fulfills its responsibilities under this Agreement.

It is the opinion of the COMPANY that sales and service of COMPANY PRODUCTS can be best provided to the public through a system of independently authorized dealers, with each dealer fulfilling his responsibilities in a given locality from properly located, adequate, well equipped and attractive dealerships which are staffed by competent personnel and provided with necessary capital. DEALER recognizes that in such a system COMPANY must plan for the establishment and maintenance of the numbers, location and sizes of dealers necessary for satisfactory and proper sales and service representation in each market area as it exists and as it develops and changes. At the same time, the COMPANY endeavors to provide each of its dealers with a reasonable profit opportunity based upon the potential for sales and service of COMPANY PRODUCTS within each AREA OF PRIMARY RESPONSIBILITY.

Area of Primary Responsibility. DEALER is responsible for maintaining sales and service of COMPANY PRODUCTS to the satisfaction of the COMPANY, according to the terms and conditions of this Agreement, in the following area, which shall be his AREA OF PRIMARY RESPONSIBILITY:

The following counties in the state of Texas:

*Brewster
Hudspeth*

*Culberson
Jeff Davis*

*El Paso
Presidio*

The following counties in the state of New Mexico:

*Chaves
Grant
Lincoln
Sierra*

*Dona Ana
Hidalgo
Luna*

*Eddy
Lea
Otero*

The following state in the country of Mexico:

Chihuahau



CHERYLL ROGERS
VICE PRESIDENT