

CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
MARCH 15, 2016 AGENDA

| Subject: | Type: | Submitted By: |
|---------------------------------------|---|--|
| AUTHORIZE PURCHASE - MOWER - PARKS | ◆ RESOLUTION ORDINANCE RECEIVE/FILE | JOE SOUCIE DIRECTOR OF PUBLIC WORKS |

SYNOPSIS

A resolution has been prepared authorizing the purchase of one (1) 2016 John Deere 1575 Front Mower from Deere & Company, 2000 John Deere Run, Cary, NC 27513, for an amount not to exceed \$35,986.79.

FISCAL IMPACT

The FY 16 Parks Operating Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval

BACKGROUND

The front mower is being purchased off the John Deere NE – IA Piggyback Grounds Care Equipment Contract 4425-5. The mower will be delivered to Plains Equipment Group in Gretna, Nebraska. Plains Equipment will handle all warranty work. The mower will also come with a cab, 60" snow plow blade and extra tires for winter operations. The unit carries a 24-month warranty.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE PURCHASE OF ONE (1) 2016 JOHN DEERE 1575 FRONT MOWER FROM DEERE & COMPANY, CARY, NORTH CAROLINA IN AN AMOUNT NOT TO EXCEED \$35,986.79.

WHEREAS, the City Council of the City of La Vista has determined that the purchase of a front mower for the Parks division is necessary; and

WHEREAS, the FY 16 Parks Operating Budget provides funding for this purchase; and

WHEREAS, the front mower is necessary for the continued maintenance and upkeep of the city parks and to aid with winter operations; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal code requires that the City Administrator secure council approval prior to authorizing any purchases over \$5,000.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska hereby authorize the purchase of one (1) 2016 John Deere 1575 Front Mower from Deere & Company, Cary, North Carolina, in an amount not to exceed \$35,986.79.

PASSED AND APPROVED THIS 15TH DAY OF MARCH, 2016.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**
Plains Equipment Group
15151 South 31 Highway
Gretna, NE 68028
402-332-4967
JDGretna@plainseg.com

Quote Summary

Prepared For:
Lavista City Of
8116 Park View Blvd
Lavista, NE 68128
Business: 402-331-8927
B.LUKASIEWICZ@cityoflavista.org

Delivering Dealer:
Plains Equipment Group
Ty Eret
15151 South 31 Highway
Gretna, NE 68028
Phone: 402-332-4967
teret@plainseg.com

Quote ID: 12763201
Created On: 09 February 2016
Last Modified On: 25 February 2016
Expiration Date: 16 February 2016

| Equipment Summary | Suggested List | Selling Price | Qty | Extended |
|--|----------------|----------------|-----|--------------|
| JOHN DEERE 1575 TERCUT 4WD (CAB)T4 TRCT | \$ 39,055.16 | \$ 29,681.92 X | 1 = | \$ 29,681.92 |
| Contract: NE IA Piggyback Grounds Care Equip_4425-5 Price Effective Date: February 9, 2016 | | | | |
| JOHN DEERE 72SD DECK (DOM) FRONT MOWER | \$ 4,787.00 | \$ 3,638.12 X | 1 = | \$ 3,638.12 |
| Contract: NE IA Piggyback Grounds Care Equip_4425-5 Price Effective Date: February 9, 2016 | | | | |
| Radio Mount Kit (Cab Only) | \$ 382.90 | \$ 354.14 X | 1 = | \$ 354.14 |
| Contract: NE IA Piggyback Grounds Care Equip_4425-5 Price Effective Date: February 9, 2016 | | | | |
| True Power Tires and Rims Tires and Rims | \$ 830.61 | \$ 830.61 X | 1 = | \$ 830.61 |
| Contract: Price Effective Date: | | | | |
| JOHN DEERE 60" FRONT BLADE 1400/1500 | \$ 1,950.00 | \$ 1,482.00 X | 1 = | \$ 1,482.00 |
| Contract: NE IA Piggyback Grounds Care Equip_4425-5 Price Effective Date: February 19, 2016 | | | | |

Equipment Total \$ 35,986.79

* Includes Fees and Non-contract items

Quote Summary

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**
Plains Equipment Group
15151 South 31 Highway
Gretna, NE 68028
402-332-4967
JDGretna@plainseg.com

| | |
|------------------------|---------------------|
| Equipment Total | \$ 35,986.79 |
| Trade In | |
| SubTotal | \$ 35,986.79 |
| Total | \$ 35,986.79 |
| Down Payment | (0.00) |
| Rental Applied | (0.00) |
| Balance Due | \$ 35,986.79 |

Salesperson : X _____

Accepted By : X _____

**WARRANTY FOR NEW JOHN DEERE AGRICULTURAL EQUIPMENT AND
LIMITED WARRANTY FOR NEW TURF & UTILITY EQUIPMENT (US & CANADA ONLY)**

A. GENERAL PROVISIONS – With respect to purchasers in the United States, "John Deere" means Deere & Company, 1 John Deere Place, Moline, IL 61265, and with respect to purchasers in Canada, "John Deere" means John Deere Canada ULC, 295 Hunter Road, P. O. Box 1000, Grimsby, Ontario L3M 4H5. The warranties described below are provided by John Deere to the original purchasers of new Agricultural, Turf and Utility Equipment ("Equipment") purchased from John Deere or authorized John Deere dealers (the "Selling Dealer"). These warranties apply only to Equipment intended for sale in Canada and the US. Under these warranties, John Deere will repair or replace, at its option, any part covered under these warranties which is found to be defective in material or workmanship during the applicable warranty term. Warranty service must be performed by a dealer or service center located in Canada or the US, and authorized by John Deere to sell and/or service the type of Equipment involved (the "AUTHORIZED DEALER"). The AUTHORIZED DEALER will use only new or remanufactured parts or components furnished or approved by John Deere. Warranty service will be performed without charge to the purchaser for parts and/or labor. However, the purchaser will be responsible for any service call and/or transportation of Equipment to and from the AUTHORIZED DEALER'S place of business (except where prohibited by law), for any premium charged for overtime labor requested by the purchaser and for any service and/or maintenance not directly related to any defect covered under these warranties. These warranties are transferable, provided an authorized John Deere dealer is notified of the ownership change, and John Deere approves the warranty transfer.

B. WHAT IS WARRANTED – Subject to paragraph C, all parts of any new Equipment are warranted for the number of months or operating hours specified below. Each warranty term begins on the date of delivery of the Equipment to the original purchaser, (except for certain agricultural tillage, planting, cultivating, and harvesting EQUIPMENT which may have a delayed warranty start date, but only if established by John Deere and noted by the Selling Dealer on the Purchase Order). Included In Compact Utility Tractor Powertrain Warranty: Engine: cylinder block, cylinder head, valve covers, oil pan, emissions and control components, timing gear covers, flywheel housing, and all parts contained therein. Powertrain: transmission, transmission case, differential and axle housings, clutch housings, MFWD front axle assembly, and all parts contained therein (does not include external drivelines, dry clutch parts, or steering cylinders). SWEEPS, SHOVELS, PLOWSHARES AND DISK BLADES: A replacement part will be furnished without charge if breakage occurs and the amount of wear is less than the wear limits established by John Deere.

| AGRICULTURAL EQUIPMENT | | WARRANTY TERM |
|--|--|---|
| Tractors | | 24 Months or 2000 Hours, Whichever Comes First |
| Tractors used in Earthmoving Applications (except those specific models and configurations approved by John Deere as having a two year warranty in <i>scraper applications</i>) | | 90 Days |
| Scrapers | | 6 Months for MY14 and earlier 12 Months for D Series and MY15 and later |
| Frontier™ Equipment | | 12 Months |
| Sugar Cane Harvesters and Loaders | | 12 Months or 1500 hours, whichever comes first. |
| All other Equipment (Includes Ag Management Solutions (AMS) equipment) | | 12 Months |
| Premium Balers | | 24 Months or 12,000 bales, Whichever Comes First, First 12 Months, No Bale Limitation |
| Large Square Balers | | 12 Months, No Bale Limitation |
| a) Powertrain on Large Square Balers | | 24 Months or 20,000 bales, Whichever Comes First |
| Engines in Self-Propelled Equipment except Tractors* | | 24 Months or 2000 Hours, Whichever Comes First |
| *Engine items covered months 13 through 24 - Engine block, cylinder head, rocker arm cover, timing gear cover, crankcase pan and all parts enclosed within these units. Also included are the fuel injection pump, turbocharger, water pump, torsion damper, manifolds, and engine oil cooler. All other engine related items are not covered in months 13 through 24. | | |
| TURF & UTILITY EQUIPMENT | | WARRANTY TERM |
| 1) Z200 Series and Z425 EZtrak™ Mowers, Z300 Series and Z525E ZTrak™ Mowers, and D100 Series Tractors** | | 24 Months or 120 Hours, Whichever Comes First |
| 2) S200 Series Tractors** | | 36 Months or 200 Hours, Whichever Comes First |
| 3) X300 Series Tractors; Z400 Series EZtrak™ Mowers and Z500M Series ZTrak™ Mowers (Except Z425 and Z625E)** | | 48 Months or 300 Hours, Whichever Comes First |
| 4) X500 Series Tractors; Z600 Series EZtrak™ Mowers and Z500R Series ZTrak™ Mowers.** | | 48 Months or 500 Hours, Whichever Comes First |
| 5) X700™ Series Tractors.** | | 48 Months or 700 Hours, Whichever Comes First |
| 6) JS Series Residential Walk-Behind Mowers. | | 24 Months in Private Residential -Personal Use or 90 days in Any Other Application |
| 7) Wide Area Mowers, Mower Conditioner Units and Mower Deck Kits, Quik Trak™ Mowers, Commercial Walk-Behind Mowers. | | 24 Months |
| 8) Z900B Series and Z900M Series ZTrak™ Mowers | | 36 Months or 1200 Hours, Whichever Comes First; First 24 Months, No Hour Limitation |
| 9) Z997, Z900A Series and Z900R Series ZTrak™ Mowers | | 36 Months or 1500 Hours, Whichever Comes First, First 24 Months, No Hour Limitation |
| 10) Compact Utility Tractors | | 24 Months or 2000 Hours, Whichever Comes First |
| a) Powertrain on Compact Utility Tractors (components as per B above) | | 72 Months or 2000 Hours, Whichever Comes First |
| 11) GATOR™ Utility Vehicles (except CX) | | 12 Months or 1000 Hours, Whichever Comes First |
| 12) Implements, Attachments sold separately and attachments used on Equipment listed in 7 through 11. | | 12 Months |
| 13) CX GATOR™*, All other Turf & Utility Equipment. | | 24 Months in Private Residential -Personal Use or 12 months in Any Other Application |

*Attachments purchased on the same Purchase Order as the Equipment listed will be covered by the Equipment's warranty terms. Attachments purchased separately will be covered by the Attachment warranty (in line 12).

C. (I) ITEMS COVERED SEPARATELY – (1) Tires and batteries are warranted under separate warranty documents provided with the Equipment; (2) John Deere Hand Held-Portable products are covered by a separate warranty; (3) When applicable, a separate emissions warranty statement will be provided by Selling Dealer. (4) John Deere Walk Behind Snowblower equipment is warranted under a separate warranty. (5) Series 3500 and 5500 rubber tracks are warranted in agricultural use on a pro-rated basis based on wear and age for 48 months or 4000 hours and 24 months or 2000 hours in other applications.

(II) WHAT IS NOT WARRANTED – Pursuant to the terms of these warranties, JOHN DEERE IS NOT RESPONSIBLE FOR THE FOLLOWING: (1) Used Equipment; (2) Any Equipment that has been altered or modified in ways not approved by John Deere, including, but not limited to, selling injection pump fuel delivery above John Deere specifications, modifying combine grain tanks, and modifying self-propelled sprayers with unapproved wheels, tracks, tanks or booms; (3) Depreciation or damage caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions/recommendations; misuse, lack of proper protection during storage, vandalism, the elements or collision or accident; (4) Normal maintenance parts and/or service, including but not limited to, oil, filters, coolants and conditioners, cutting parts, belts, brake and clutch linings; (5) Any Utility Vehicle used for racing or other competitive purpose; (6) Chains on Premium Balers.

D. SECURING WARRANTY SERVICE – To secure warranty service the purchaser must, (1) Report the Equipment defect to an authorized dealer and request warranty service within the applicable warranty term; (2) Present evidence of the warranty start date with valid proof of purchase; and (3) Make the Equipment available to an authorized dealer within a reasonable time.