

RESOLUTION NO. 42-21

A RESOLUTION APPROVING THE PURCHASE OF A JOHN DEER COMPACT EXCAVATOR

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Village desires to purchase a compact excavator for use by the Village’s Public Works Department; and,

WHEREAS, the Village solicited quotations for such vehicle through Sourcewell; and,

WHEREAS, Martin Equipment submitted a price quote for a 2021 John Deere Model 60G for \$59,902.15.

WHEREAS, the Village Board of Trustees has determined it to be in the best interest of the Village to purchase the 2021 John Deere Model 60G (Item No. 1FF060GXHLJ293188) from Martin Equipment.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

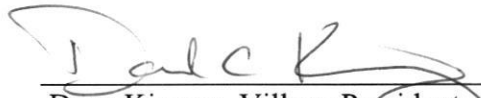
Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2. Approval of Purchase. The Village Board of Trustees hereby approves purchase of the new John Deere Model 60G upon the terms and conditions set forth in the quote from Martin Equipment dated August 6, 2021 as attached hereto as **Exhibit A**.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 26 day of October, 2021.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	✓			
ANDREW DETMERS	✓			
MEREDITH FERGUSON	✓			
BRETT GERGER	✓			
MATT MAU	✓			
PAUL SCHERSCHEL			✓	
DAVE KIMSEY				
TOTAL	5	0	1	



 Dave Kimsey, Village President

Attest:


 Dan Holden, Village Clerk

EXHIBIT A
Martin Equipment Quotation



JOHN DEERE

Customer Purchase Order for John Deere Construction and Forestry Products - USA

PURCHASER NAME AND ADDRESS (First Signer)			
NAME (First, Middle, Last) VILLAGE OF CHATHAM			
STREET or RR 116 EAST MULBERRY			
CITY CHATHAM	STATE IL	ZIP CODE 62629	COUNTY SANGAMON
PHONE NUMBER (217)483-2451	EMAIL ADDRESS KDIERKES@CHATHAMIL.NET		
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME (First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		

DEALER NAME AND ADDRESS			
DEALER NAME MARTIN EQUIPMENT			Dealer Account No.: 56258
STREET or RR 2384 J. David Jones Parkway			
CITY Springfield	STATE IL	ZIP CODE 62707	Date of Order: 10/22/2021
Dealer Order No.:	TYPE OF SALE: CASH		
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE:	
Add purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.: 206200	
<input type="checkbox"/> SOCIAL SECURITY		<input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN	
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accepted <input type="checkbox"/> Rejected _____ (Initials)		LOCATION OF FIRST WORKING USE: County <u>SANGAMON</u> City <u>CHATHAM</u>	STATE IL	COUNTY CODE IL121
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Ultimate Uptime Package Purchased:					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No _____ Initials			
QTY	NEW	DEMO	RENT	USED	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2021 JOHN DEERE 60G	120	1FF060GXHLJ293188	\$59,902.15
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	RADIO			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	24" DIGGING BUCKET			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	42" DITCHING BUCKET			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	HYDRAULIC THUMB			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	* REMAINDER OF 5 YEAR or 2,000 HOUR			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	FULL COMPREHENSIVE WARRANTY			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Expiration 12/29/2025 or 2,000 Hours			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
(1) TOTAL CASH PRICE								\$59,902.15

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN OR SERIAL NUMBER	AMOUNT
ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 9) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.				
(2) TOTAL TRADE-IN ALLOWANCE				
(3) BALANCE (1-2)				\$59,902.15
(4) SALES TAX RATE _____ %				\$0.00
(5) ADDITIONAL FEES				
(6) SUBTOTAL (3 & 4 & 5)				\$59,902.15
(7) RENTAL APPLIED				
(8) CASH WITH ORDER				
(9) BALANCE DUE (6-(7 & 8))				\$59,902.15

Reset Form

Print Form

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

TERMS & CONDITIONS VERIFICATION STATEMENT

Use of John Deere Data Services ("Services"), if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.JohnDeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version 7.0 (Initials) _____ and understands its terms and conditions.

Purchaser (First Signer) VILLAGE OF CHATHAM Signature _____ Date _____

Purchaser (Second Signer) _____ Signature _____ Date _____

Dealer Representative Rob Garlish Signature _____ Date _____

Salesperson Adam Reeter Signature _____ Date _____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On:	Purchaser Signature:
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