

## **RESOLUTION NO. 2022-1699**

### **A RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE 6110M CAB TRACTOR FROM TRIGREEN EQUIPMENT LLC THROUGH THE STATE OF ALABAMA BID LIST**

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BOAZ, ALABAMA, AS FOLLOWS:

1. That the Mayor and City Council for Boaz, Alabama, hereby authorize the purchase of a John Deere 6110M Cab Tractor from TriGreen Equipment LLC through the State of Alabama Bid List for the Boaz Street Department in the amount of \$85,709.88;
2. That the Mayor is hereby authorized to approve payment to TriGreen Equipment LLC in the amount of \$85,709.88 for a John Deere 6110M Cab Tractor;
3. That the equipment as described in this resolution is to be used only for official business of the City of Boaz, Alabama.

**APPROVED AND ADOPTED THIS 14<sup>TH</sup> DAY OF MARCH, 2022.**

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David Dyar  
Mayor

ATTEST:

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Jill Bright, MMC  
City Clerk/Treasurer



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**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

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**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**

TriGreen Equipment LLC  
1776 Trigreen Drive  
Athens, AL 35611  
256-233-0339  
info@trigreen.com

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**Quote Summary****Prepared For:**

BOAZ CITY PURCHASING  
112 N BROAD ST  
BOAZ, AL 35957  
Business: 256-593-9537

**Delivering Dealer:**

**TriGreen Equipment LLC**  
Brian Lindsey  
1776 Trigreen Drive  
Athens, AL 35611  
Phone: 256-233-0339  
brianlindsey@trigreen.com

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<b>Quote ID:</b>	26211371
<b>Created On:</b>	08 March 2022
<b>Last Modified On:</b>	08 March 2022
<b>Expiration Date:</b>	07 April 2022

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<b>Equipment Summary</b>	<b>Suggested List</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
JOHN DEERE 6110M Cab Tractor	\$ 119,003.56	\$ 85,709.88 X	1 =	\$ 85,709.88

**Contract:** AL Tractors MA999200000000020 (PG 99 CG 22)

**Price Effective Date:** February 1, 2022

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<b>Equipment Total</b>	<b>\$ 85,709.88</b>
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\* Includes Fees and Non-contract items

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**Quote Summary**

Equipment Total	\$ 85,709.88
Trade In	
SubTotal	<b>\$ 85,709.88</b>
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 85,709.88
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 85,709.88</b>

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Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_

Confidential



# Selling Equipment



Quote Id: 26211371

Customer Name: BOAZ CITY PURCHASING

**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:**

Trigreen Equipment LLC  
1776 Trigreen Drive  
Athens, AL 35611  
256-233-0339  
info@trigreen.com

## JOHN DEERE 6110M Cab Tractor

Hours:

Stock Number:

Contract: AL Tractors MA999200000000020 (PG 99 CG 22)

Price Effective Date: February 1, 2022

Suggested List \*

\$ 119,003.56

Selling Price \*

\$ 85,709.88

\* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4227L	6110M Cab Tractor	1	\$ 118,657.00	28.00	\$ 33,223.96	\$ 85,433.04	\$ 85,433.04
Standard Options - Per Unit							
183A	Less JDLink™	1	\$ -600.00	28.00	\$ -168.00	\$ -432.00	\$ -432.00
185A	Less Subscription	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1437	PowrQuad™ PLUS 16F/16R - 30 km/h	1	\$ -2,284.00	28.00	\$ -639.52	\$ -1,644.48	\$ -1,644.48
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
2084	6M Cab - Economy Cab with RH Console	1	\$ 2,375.00	28.00	\$ 665.00	\$ 1,710.00	\$ 1,710.00
2142	Standard Seat	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
2665	Standard Radio	1	\$ 381.00	28.00	\$ 106.68	\$ 274.32	\$ 274.32
3232	Hydraulic Pump - 80 l/min	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear PTO - 540/1000 rpm	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flange-Type Rear Axle	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00





# Selling Equipment



Quote Id: 26211371

Customer Name: BOAZ CITY PURCHASING

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TO (VENDOR):**

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2000 John Deere Run  
Cary, NC 27513  
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT  
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TriGreen Equipment LLC  
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256-233-0339  
info@trigreen.com

5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
5212	Rear Wheels Size 460/85R34	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD Front Axle - Unsuspending	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
6220	Front Wheels Size 380/85R24	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
8951	Front Base Weight - 110 kg	1	\$ 377.00	28.00	\$ 105.56	\$ 271.44	\$ 271.44
<b>Standard Options Total</b>			<b>\$ 249.00</b>		<b>\$ 69.72</b>	<b>\$ 179.28</b>	<b>\$ 179.28</b>
<b>Technology Options/Non-Contract/Open Market</b>							
1801	No AutoTrac™ Package	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Technology Options Total</b>			<b>\$ 0.00</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Dealer Attachments/Non-Contract/Open Market</b>							
TY26852	fire extinguisher	1	\$ 59.91	0.00	\$ 0.00	\$ 59.91	\$ 59.91
AT189390	bracket	1	\$ 37.65	0.00	\$ 0.00	\$ 37.65	\$ 37.65
<b>Dealer Attachments Total</b>			<b>\$ 97.56</b>		<b>\$ 0.00</b>	<b>\$ 97.56</b>	<b>\$ 97.56</b>
<b>Value Added Services Total</b>			<b>\$ 0.00</b>			<b>\$ 0.00</b>	<b>\$ 0.00</b>
<b>Total Selling Price</b>			<b>\$</b>		<b>\$ 33,293.68</b>	<b>\$ 85,709.88</b>	<b>\$ 85,709.88</b>
			<b>119,003.56</b>				



## TriGreen Equipment Protection Program

### COMPACT UTILITY TRACTOR - 10 YEAR LIMITED WARRANTY (Engine & Powertrain) SCHEDULE OF COVERAGE FORM

#### IMPORTANT NOTICE TO PURCHASER

The TriGreen Equipment Protection Program only applies to covered engine and powertrain components of Covered Equipment which is specifically described in the Schedule of Coverage below and is subject to the terms, conditions, and limitations set forth in the TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form. Throughout the TriGreen Equipment Protection Program, the terms "you" and "your" refer to the initial purchaser of the Covered Equipment from TriGreen Equipment. The terms "we," "us," and "our" refer to TriGreen Equipment, LLC (also referred to as "TriGreen Equipment"). Read the TriGreen Equipment Protection Program carefully. Your rights and remedies under the TriGreen Equipment Protection Program are limited as indicated below. The Coverage Term below may be terminated prior to expiration under the provisions of Section 6 of the TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form. If you are purchasing equipment that is normally used for personal, family or household purposes, the following will apply: where permitted by law, any implied warranty of merchantability or fitness for a particular purpose applicable to the covered equipment is limited in duration to the term of this written warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The TriGreen Equipment Protection Program is not insurance. For questions and inquiries, please contact your local TriGreen Equipment location.

#### Purchaser Information

Name:
Address:
City, State, Zip:
Email Address:

#### Dealership Information

Name:
Address:
City, State, Zip:
Phone:

#### Covered Equipment

Model#:
Serial Number:
Engine Hours at Delivery:
Delivery Date:

#### Plan Information

Deductible After Factory Warranty Expires: \$200.00
Compact and Utility Tractor Series:
10 Years or 2000 Engine Hours, whichever comes first

#### Engine and Powertrain Limited Warranty Summary of Terms (see the Limited Warranty Coverage Form below for additional terms and conditions)

- A. This limited warranty covers the Covered Equipment for the expected natural life of the product, which is defined in Section 1(a) of the included TriGreen Equipment Limited Warranty (Engine & Powertrain) Coverage Form.
- B. For each covered event under the TriGreen Equipment Protection Program you will be required to pay a \$200 deductible after the expiration of the factory warranty.
- C. You must pay our standard trip charges or related cost for service calls to perform covered repairs or replacements during the Coverage Term, as well as any costs relating to the transportation of the Covered Equipment to and from any TriGreen Equipment location.
- D. Annual maintenance service must be provided by TriGreen Equipment during the Coverage Term. Annual maintenance service must be performed during our Winter offseason time period, defined as between November 1st and February 28th.
- E. Warranty is for residential customers only.
- F. To Obtain Warranty Service: You must take the Covered Equipment, proof of original retail purchase date, and proof of annual maintenance by TriGreen Equipment, to a TriGreen Equipment location during normal business hours and ask for the Service Department.

Customer Signature

Date

Authorized Signature

Date

Use of Information/Privacy Consent: Personal information obtained in connection with this TriGreen Equipment Protection Program is being collected, used and disclosed in accordance with the privacy policy of TriGreen Equipment. Such personal information will be used for the purpose of fulfilling the terms of the TriGreen Equipment Protection Program and may be used to provide Purchaser with additional marketing and promotional information about TriGreen Equipment and its products and services.





## TRIGREEN EQUIPMENT LIMITED WARRANTY (ENGINE & POWERTRAIN) COVERAGE FORM

1. **COVERAGE:** Subject to the terms and conditions of the TriGreen Equipment Protection Program, we will repair or replace, at our option, COVERED COMPONENTS (as defined below) of Covered Equipment described in the Schedule of Coverage that are defective in material or workmanship. For the TriGreen Equipment Protection Program to apply, the repair or replacement of Covered Components must be performed by an authorized TriGreen Equipment employee. Such repair or replacement will be made without charge to you except as described in Section 8 <DEDUCTIBLE> and any additional charges for service calls or transportation as set forth in the TriGreen Equipment Protection Program. The TriGreen Equipment Protection Program is not effective unless and until the TriGreen Equipment Protection Program document has been signed by you and an authorized representative of TriGreen Equipment.
  - a. The expected natural life of the product is defined as 10 years or 2,000 engine hours, whichever comes first (the "Coverage Term"). The Coverage Term will begin on the Delivery Date and Engine Hours identified on the Schedule of Coverage.
2. **COVERED COMPONENTS:** The TriGreen Equipment Protection Program only applies to covered engine and powertrain components of Covered Equipment. Covered Components mean only the factory installed or genuine manufacturer replacements listed below, as well as related components that perform a similar function:
  - a. Engine Components means the cylinder block, head, rocker arm cover, oil pan, timing gear covers, and all parts contained inside any one of these components. Covered engine components also means the fuel injection pump and injectors, electronic fuel injection controller, electronic unit injectors, turbo charger, flywheel, water pump, intake and exhaust manifolds attached to the cylinder head, oil coolers mounted directly to the engine, crankshaft torsional damper, and starter.
  - b. Powertrain Components means the transmission case: clutch, differential, ring gear, pinion, and axle housings: final drive housings (inboard and outboard): mechanical front wheel drive clutch housing: pump drive, power take off clutch, and powertrain housings: and all parts contained inside any one of these components (except seals on external shafts, dry clutch parts and steering cylinders). Covered powertrain components also means input and output shafts, transmission control valves (including solenoid shift valves), electronic transmission controllers, drivelines and U-joints, transmission charge and lubrication pumps, and driveline torsional damper.
3. **NOT COVERED COMPONENTS:** Engine and powertrain components that are Not Covered Components, include, but are not limited to, the following:
  - a. Engine Components Not Covered include external pipes and hoses (such as, but not limited to, turbo charger, oil line, injector pump lines, and air intake hoses and clamps), variable speed fan drive, viscous fan drive, or fan and accessory drive belts, accessory mounting brackets, accessories, after-coolers, fuel transfer pumps, and normal wear parts such as seals. Other electronic controls (such as but not limited to hand and foot throttle, internal cab controllers, etc.) are also not covered.
  - b. Powertrain Components Not Covered include seals on external shafts, dry clutch parts, steering cylinders, external linkages, pipes and hoses: rims, tires, and tubes: and components mounted to but not functionally part of the drive train, including but not limited to rockshaft parts, mounting brackets, and cylinders. Other powertrain components that are Not Covered Components also include the main hydraulic pump, reverser lever, three-point hitch controller, and suspension components and systems, such as, but not limited to systems for axles, cabs and tracks.
4. **COVERAGE LIMITATIONS:**
  - a. The following are not included in and not covered by the TriGreen Equipment Protection Program unless required to be covered by Law:
    - i. Overtime labor charged in excess of our normal labor rate:
    - ii. Charges for service calls or for transportation or storage of the Covered Equipment:
    - iii. Depreciation, damage or failure caused by normal wear, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, or lack of proper protection during storage:
    - iv. Loss or damage due to theft, vandalism or riot, the elements, fire, explosion, chemicals or salt, or collision or other accidents:
    - v. Subject to the items that are included in the annual maintenance plan terms of the TriGreen Equipment Protection Program normal maintenance and replacement of maintenance items (including the cleaning or replacement of particulate filters), wear items (such as, but not limited to brake and clutch components), or consumables: and
    - vi. Any defect in a non-covered component or damage to or failure of a Covered Component caused by a defect in a noncovered component.
  - b. The following are not included in and are not covered by the TriGreen Equipment Protection Program:
    - i. Failures covered under any other warranty, product improvement program or product recall, other service agreement, or insurance, including, without limitation, any warranty issued by the manufacturer of the Covered Equipment:
    - ii. Failures occurring while the Covered Equipment is being used for any illegal purpose:
    - iii. Costs incurred for discretionary retrofitting of current design components on older Covered Equipment or reconditioning of the Covered Equipment or its components:
    - iv. Expenses associated with any repair required or provided for by any regulation or order of a court or regulatory agency, or by consent decree or settlement:
    - v. Damage to other property or injury to any person:
    - vi. Any indirect or consequential damage or injuries, including but not limited to loss of crops or profits, rental charges for substitute equipment, or other loss of income, or loss of use: NOTE: Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you:





- vii. Failure of the Covered Equipment to meet any federal, state, provincial, or local emission requirements unless this failure is the result of the failure of a Covered Component:
  - viii. The cost of cleanup or damages for any liability resulting from the escape, release, or discharge of any pollutants or waste, and:
  - ix. Any other cost, damage, event or other circumstance that is not specifically covered pursuant to Section 1 (COVERAGE) above.
- 5. **WHEN COVERAGE APPLIES:** The TriGreen Equipment Protection Program will apply during the Coverage Term indicated in the Schedule of Coverage selected unless one of the events described in Section 6 below occurs, in which case, plan coverage will terminate immediately.
- 6. **TERMINATION OF COVERAGE:** The TriGreen Equipment Protection Program will terminate immediately when any of the following occur:
  - a. The Coverage Term has expired:
  - b. The Covered Equipment's engine hour meter stops working or has been tampered with, or is otherwise rendered inaccurate or inoperable (we may waive this provision, in writing, upon repair or replacement of the engine hour meter if actual hours can be verified):
  - c. The Covered Equipment is modified or altered in ways not in accordance or compliance with factory specifications:
  - d. Service or repair, affecting the Covered Components, other than normal maintenance and/or replacement of service items, is performed by someone other than TriGreen Equipment:
  - e. The Covered Equipment is moved to a location outside TriGreen Equipment's Area of Responsibility as defined by John Deere:
  - f. The manufacturer's warranty is terminated or voided prior to the original expiration date for any reason: or
  - g. The Covered Equipment is sold or otherwise transferred to a new owner or after the Covered Equipment is first leased or rented by you to any third party:
  - h. The Covered Equipment is used for commercial purposes:Annual maintenance is not performed on the Covered Equipment by a TriGreen Equipment technician during the
- 7. **MAXIMUM RECOVERY:** Our cumulative liability over the Coverage Term for covered repairs or replacements of Covered Components shall not exceed your purchase price for the Covered Equipment.
- 8. **DEDUCTIBLE:** For each covered repair event under the TriGreen Equipment Protection Program, you must first pay the Deductible, indicated in the Schedule of Coverage, for the parts and labor charges for that repair. Once a deductible has been paid for a covered repair event, subsequent work, performed under the TriGreen Equipment Protection Program, and required due to failure of the original repair by TriGreen Equipment, will not be subject to additional deductibles. A covered repair event will include all covered parts and labor charges included under a single work order.
- 9. **MAINTENANCE OF COVERED EQUIPMENT AND RECORDS:** You must properly maintain the Covered Equipment and, at your expense, perform scheduled maintenance in accordance with the Operators Manual for the Covered Equipment. You must maintain records of all scheduled maintenance, repair, or service work completed and must present these records to us, upon our request, to verify compliance with this condition. The equipment must be serviced and inspected annually by TriGreen Equipment.
- 10. **ASSIGNMENT:** Your interest in the TriGreen Equipment Protection Program cannot be assigned. Subject to the Coverage Term, the TriGreen Equipment Protection Program will apply only to the Covered Equipment described in the Schedule of Coverage while you are the owner of the Covered Equipment and have not leased or rented the Covered Equipment to a third party. If you sell the Covered Equipment to a new owner, any remaining coverage under the TriGreen Equipment Protection Program will not apply to the subsequent purchaser.
- 11. **COSTS:** You acknowledge and understand that you did not pay any additional consideration for the TriGreen Equipment Protection Program and that it was offered as a standard feature in connection with your purchase of the Covered Equipment from TriGreen Equipment. If you sell the Covered Equipment prior to the expiration of the TriGreen Equipment Protection Program, any remaining coverage will not be transferred to the new owner.
- 12. **CHANGES:** The TriGreen Equipment Protection Program contains all your rights and responsibilities for coverage to apply. The terms, conditions, or limitations of this TriGreen Equipment Protection Program can only be amended or changed if approved in writing by the management team of TriGreen Equipment. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

