

1st Reading:  
2nd Reading:

**SPONSOR: MASERANG**

**ORDINANCE NO. \_\_\_\_**

**BILL NO. 22-87**

**AN ORDINANCE AUTHORIZING THE PUBLIC WORKS DIRECTOR TO PURCHASE TWO 2023 EXMARK LAZER Z MOWERS FROM HEAVY DUTY THROUGH THE OMNIA CONTRACT.**

**WHEREAS**, Public Works solicited bids in compliance with the City’s bidding policy through OMNIA for the purchase of two (2) Emark Lazer Z Mowers; and

**WHEREAS**, a recommendation was made by staff during the October 13<sup>th</sup> Board of Aldermen Committee Meeting, that the City purchase two (2) 2023 Exmark Lazer Z Diesel 144” UltraCut RD Deck Mowers (LZS86TDYM12RW0) as shown on Exhibit 1 (the “Product”) from Heavy Duty through the OMNIA Contract #20469; and

**WHEREAS**, the Board of Aldermen finds that the City’s bidding procedures were followed and that Heavy Duty submitted a responsive bid that meets the City’s needs for the Product; and

**WHEREAS**, the Board of Aldermen now desires to and finds it in the best interest of the City to purchase the Product from Heavy Duty.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF FENTON, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby authorizes the Public Works Director to purchase two (2) 2023 Exmark Lazer Z Diesel 144” UltraCut RD Deck Mowers (LZS86TDYM12RW0) as shown on Exhibit 1, in an amount not to exceed \$127,998.00, under the terms and conditions of the OMNIA Contract #20469 and further grants the Public Works Director further authority to take any other action reasonably necessary to carry out the intent of this ordinance and purchase the Product.

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**Section 2.** This ordinance shall be in full force and effect after the date of its passage and approval.

PASSED this 27<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
JOE MAURATH, MAYOR

APPROVED this 27<sup>th</sup> day of October, 2022.

\_\_\_\_\_  
JOE MAURATH, MAYOR

ATTEST:

\_\_\_\_\_  
Jane Hungler, City Clerk

Motion to approve. Roll Call vote:

Ayes:

Nays:

Abstain:


Absent:

ORD. NO. \_\_\_\_

# EXHIBIT 1

## The Product

Purchase Order

	<b>HEAVY DUTY</b>	Date	10/19/2022
	17371 N. Outer 40 Rd.	Sales Rep	Alex Didion
	Chesterfield, MO 63005      636.530.1911	E-Mail:	itegethoff@heavydutyturf.com

Purchaser's Full Name	James Smith	d/b/a/	City of Fenton
Purchaser's Address		City	State
Residence Phone	314-604-5838	Business Phone	County

Quantity			Make / Model/ Description	Serial #	Cash Price
New	Used	Demo			
1			2023 Exmark Lazer Z Diesel 144" UltraCut RD Deck (LZS86TDYM12RW		\$63,999.00
1			2023 Exmark Lazer Z Diesel 144" UltraCut RD Deck (LZS86TDYM12RW		\$63,999.00
Pricing is based upon 2022 OMNIA Government Bid Pricing					
Contract #20469 (Valid from May 15, 2022 to May 14th 2025)					

Trade-In Equipment					Transportation
Year	Make	Model	Serial No.	Trade Allowance	Sales Tax
	NO TRADE			\$ -	Farm
				\$ -	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
					<b>TOTAL PRICE</b> \$ 127,998.00

This is a cash transaction. If the Purchaser so requests prior to acceptance, the Cash Due on Delivery may be financed as a time sale transaction, subject to credit approval. If this transaction becomes a time sale, Purchaser agrees (1) to make payments pursuant to the Accounts Receivable System Agreement, which is incorporated into this Purchase Order by reference (2) that Seller retains an interest in the goods described herein until all obligations of Purchaser are paid in full and discharged.

Purchaser hereby bargains, sells and conveys unto Seller the above described Trade-In Equipment and warrants and certifies it to be free and clear of liens, encumbrance, and security interests except to the extent shown below.

TRADE ALLOWANCE \_\_\_\_\_

LESS AMOUNT OWED \_\_\_\_\_

TO: \_\_\_\_\_

NET TRADE ALLOWANCE (I-II) \_\_\_\_\_

OTHER (Specify) \_\_\_\_\_

TRADE DOWN PAYMENT \_\_\_\_\_

1. CASH PRICE	\$127,998.00
2. CASH DOWN PAYMENT	
3. TRADE DOWN PAYMENT	
4. TOTAL DOWN PAYMENT	\$ -
5. UNPAID CASH PRICE	\$127,998.00
6. SALES TAX	Farm
7. OTHER FEES OR CHARGES	
8. TOTAL TAXES & FEES (6+7)	\$ -
9. CASH DUE ON DELIVERY (5+8)	\$127,998.00

**WARRANTY ON EQUIPMENT**

NEW CASE PRODUCT WARRANTY or qualified new Case warranty. If qualified, the period is \_\_\_\_\_ months

NEW - Other manufacture's warranty

USED - When the equipment covered by this order is used equipment, THE PURCHASER STATES THAT HE HAS EXAMINED THE EQUIPMENT and is buying the equipment AS IS and with NO REPRESENTATIONS or WARRANTIES, unless otherwise specified in writing below.

\_\_\_\_\_

THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF ARE A PART OF THIS CONTRACT AND ARE INCORPORATED HEREIN BY REFERENCE.

- NOTICE TO PURCHASER**
- Caution. DO NOT sign this contract before you thoroughly read both sides of it or if it contains blank spaces, even if otherwise advised.
  - You are entitled to an exact and completely filled in copy of this Contract when you sign it. Keep it to protect your legal rights.
  - General Manger signature required for final acceptance of Purchase Order.

I certify the items on this invoice are for agricultural use. If items are not used exclusively for this purpose, I will be liable for the tax, interest, and penalty.

**Signature:** \_\_\_\_\_

DATE \_\_\_\_\_

ACCEPTED BY \_\_\_\_\_ PURCHASERS SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_