

VILLAGE OF DOWNERS GROVE
Report for the Village
12/21/2021

SUBJECT:	SUBMITTED BY:
Purchase of Replacement Plow Truck	Andy Sikich Public Works Director

SYNOPSIS

A resolution has been prepared authorize execution of a sales agreement for the purchase of one Peterbilt 348 snow plow truck with JX Peterbilt of Bolingbrook, IL, in the amount of \$164,419.24.

STRATEGIC PLAN ALIGNMENT

The goals for 2021-2023 include *Exceptional Municipal Services*.

FISCAL IMPACT

The FY21 budget included \$280,000 in the Equipment Replacement Fund for the replacement of two plow trucks.

RECOMMENDATION

Approval on the December 21, 2021 consent agenda.

BACKGROUND

The 2021 vehicle replacement schedule provided for the replacement of two (2) 5-ton plow trucks (see below). In May 2021, the Village Council approved the purchase of two plow trucks from JX Peterbilt for the total price of \$316,004.90. Due to global supply chain issues, that purchase contract has been canceled by JX Peterbilt. JX Peterbilt does have the ability to provide the Village with one (1) 2023 Peterbilt 348 plow truck, for the price of \$164,419.24. They estimate that the truck should be delivered in Q1 2022. This price includes the trade-in of the Village's existing plow truck 234, which is a 2007 Freightliner (see below).

Staff will continue to look for options to replace existing plow truck 235, and will bring a separate purchase request to the Village Council at a later date.

Snow Plow Trucks

The Village operates thirteen 5 and 10-ton trucks used for front-line snow response. The current vehicles (units 234 and 235) are 15 years old and have reached the end of their useful life. The hydraulic controls on the trucks are obsolete, making it difficult to obtain service and repair parts. The trucks have also experienced a decline in engine performance and have corrosion issues that would warrant significant structural repairs to remain in service. The recommended vehicle(s) will utilize standardized hydraulic controls and snow plow hitches, and will use existing plows already owned by the Village. Standardization within the Village's fleet allows for a cost effective approach to routine and emergency maintenance by adding value in business

operations, specifically in areas involving inventory management and training of internal personnel. The recommended vehicle(s) will be fueled by B20 biodiesel.

The following table provides additional information regarding the vehicles scheduled to be replaced.

Veh. #	Year	Make	Model	Miles (May 2021)	2019-20 Repairs / Maintenance Costs (24 mo.)	Life-to-Date Repairs / Maintenance Costs	Repairs / Maintenance Cost % in 2019-20
234	2007	Freightliner	M2 106V	52,785	\$7,974.37	\$161,216.96	5%
235	2007	Freightliner	M2 106V	49,220	\$19,777.02	\$146,284.36	14%

ATTACHMENTS

Resolution

Contract Documents

RESOLUTION NO. ____**A RESOLUTION AUTHORIZING EXECUTION OF A PURCHASE
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE
AND PETERBILT ILLINOIS d/b/a JX TRUCK CENTER**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Purchase Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and Peterbilt Illinois d/b/a JX Truck Center ("Peterbilt"), for a Peterbilt 348 snow plow truck, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. The Village entered into an agreement with Peterbilt in May 2021 to purchase two snow plow trucks. However, Peterbilt canceled that agreement because of the COVID-19 pandemic, which has caused increases in demand, logistical issues, shortages of electronic components including semiconductor chips, the scarcity of raw materials, and labor shortages.

3. Due to the immediate necessity of the purchase of this plow truck, the Village Council has determined that it is in the best interest of the Village and its residents to waive the competitive bidding requirements as allowed under Chapter 2, Division 2.III.4, of the Downers Grove Municipal Code.

4. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

5. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

6. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

7. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Salesperson: TOR LARKIN

Buyer's Name: VILLAGE OF DOWNERS GROVE

Address: 5101 WALNUT AVE

Vehicle Make: M2

Vehicle Model: freightliner

Vehicle Year: 2023

Vehicle Color: WHITE

Vehicle Mileage: TBD

Vehicle VIN: Unit#234

Dealer Name: Peterbilt Illinois

Buyer's Phone: 6304171833

FET (VIN): No

Used

Downers Grove, IL

State: IL

Drivers License # & State of Issue:

60515

County:

Estimated Delivery Date:

Policy or Binder #

Quantity

Stock #

Year

Make

Model

Color

Mileage

VIN

1

TBD

2023

PETERBILT

348

WHITE

TBD

TBD

Base Sale Price

FET

\$ 98,527.24

\$ -

Finance Company Contact Information

Insurance Company

Zip: 60515

County:

Trade Allowance

Est. Lien Payoff

Equity

\$ 10,500.00

\$

10,500.00

Deal Add Ons and Comments

QUOTE INCLUDES EARLY CHASSIS PAYOFF: The estimated down duty cost = \$75,184. Healed windshield cost = \$750.00.

Admin Fee

Title

Reg/Plates

Special ERT Fee

APU

Ext Service Contract

Ext Service Contract Description

\$ 300.00

\$ -

\$ 158.00

\$ 158.00

\$

\$ 75,834.00

HEATED WINDSHIELD/HENDERSON

IMPORTANT BUYER INFORMATION

1. Any warranties from a Manufacturer or supplier, including warranties on any Dealer-installed Non-Manufacturer accessories, are theirs, not Dealers, and only such Manufacturer or other supplier will be liable for performance under these warranties. All goods, services and vehicles sold by Dealer are sold "AS IS". (SEE PARAGRAPH 10 ON REVERSE SIDE.) This disclaimer in no way affects the Manufacturer's Vehicle Warranty.

2. If this is a credit sale or lease, this Order is not binding on the Buyer, and the Buyer can cancel it and recover the deposit, until Buyer receives a document containing the required financial or lease disclosures, which shall email.

3. The annual percentage rate for a credit sale may be negotiable with the Dealer. The Dealer may assign this contract and retain its right to receive a part of the finance charge.

4. The salesperson has no authority to make, and Dealer shall not be bound by, any promises or representations unless they are written on this order and approved by Dealer's authorized representative.

5. This contract is not binding on the Buyer until the Buyer signs and returns this contract to the Dealer.

6. The Buyer will be the registered owner/lessee of the vehicle.

7. LIMITATION OF ACTION: Any suit or claim for arbitration (if applicable) arising out of or relating to the purchase of the Vehicle described herein against the Dealer by the Buyer must be filed no more than 365 days after the date of the delivery date of the Vehicle. (SEE PARAGRAPH 10 ON THE REVERSE SIDE.)

TOTAL SELLING PRICE: \$ 174,461.24

ADMIN FEE: \$ 300.00

TITLE & PLATE FEES: \$ 158.00

OPTIONAL ERT FEE: \$ -

LESS: TRADE ALLOWANCE (AS APPRAISED): \$ 10,500.00

PLUS: ESTIMATED PAYOFF ON TRADE IN: \$ -

SALES TAX: \$ -

LESS: CASH DEPOSIT: \$ 164,419.24

AMOUNT DUE AT DELIVERY (CASH OR FINANCE): \$ 164,419.24

Funds must be certified bank check or electronic wire to release truck at time of payment

BUYER'S REPRESENTATIONS

I have read the material printed on the back hereof, and I understand and agree to it as part of this Order, as if were printed above my signature. I understand that the front and back of this Order comprise the entire agreement affecting this purchase, and no other agreement or understanding of any nature concerning same has been made or entered into, or will be recognized. I also certify that no credit has been either extended by Dealer or arranged by Dealer for the cash down payment unless it appears in writing on the face of this Order. I certify that I am at least 18 years old and acknowledge receipt of a copy of this Order. By signing below, I authorize outside parties to release financial information to the Dealer that includes, but is not limited to, information regarding last amounts and details regarding the financing of the equipment based on the back of this document.

Buyer Signature

Dealer Signed

Date

Printed Name

The Order is not binding until Dealer's authorized representative signs here.

The Order or the reverse side hereof includes the following terms and conditions:

1. **DEFINITIONS AND RELATIONSHIP:** As used in this Order, the term "Manufacturer" means the company that manufactured the Vehicle or chassis. The Dealer is not the agent of Manufacturer, Dealer and Buyer are the only parties to this Order. Reference to Manufacturer is for the purpose of explaining generally certain contractual relationships between Dealer and Manufacturer regarding new vehicles.
2. **FINEL CHANGES:** Manufacturer has reserved the right to change the price to Dealer of new vehicles without notice. In the event the price to Dealer of new vehicles is changed by Manufacturer prior to delivery of the Vehicle ordered by Buyer, Dealer reserves the right to change the total delivered price of the Vehicle to Buyer or the lease terms accordingly. If such total delivered price or lease term is increased by Dealer, Buyer may if dissatisfied, cancel this Order. In the event, if a vehicle has been traded in as a part of the consideration for the new Vehicle, it shall be returned to Buyer upon payment of a reasonable charge or change and repair (if any) of the original Vehicle has been previously sold by Dealer. The amount received from the sale less a selling commission of 10% and any deposit received in trading, including or exceeding the selling charge for sale, will be returned to Buyer.
3. **TRADE-IN APPRAISAL:** If a Vehicle to be traded in as a part of the down payment for the Vehicle ordered by Buyer is not delivered to Dealer until delivery to Buyer of the ordered Vehicle, the trade-in Vehicle will be appraised at that time, and such reappraised value will determine the difference made for the trade-in. If the reappraised value is lower than the original value, allowance shown on the back of this Order, Buyer may, if dissatisfied, cancel this Order, provided, however, that the right to cancel must be exercised prior to such the delivery to Buyer of the Vehicle ordered and the surrender of the original Vehicle to Dealer.
4. **GOODWILL AT DELIVERY:** Buyer agrees to deliver to Dealer a vehicle of comparable value to the Vehicle traded in as a part of the down payment for the Vehicle ordered. Buyer warrants and represents to the Dealer that the Vehicle traded in as a part of the down payment is not the same as the Vehicle traded in as a part of the down payment for the Vehicle ordered. Buyer warrants and represents to the Dealer that the Vehicle traded in as a part of the down payment is not the same as the Vehicle traded in as a part of the down payment for the Vehicle ordered.

