

RESOLUTION NO. 230 -22
OF THE GOVERNING BODY OF THE
YAVAPAI-APACHE NATION

**A Resolution Authorizing the Nation to Purchase a Lawn Mower for the
Public Works Department**

WHEREAS: The Yavapai-Apache Tribal Council (“Council”) is authorized to represent the Yavapai-Apache Nation (“Nation”) and act on all matters that concern the health and welfare of the Nation, and to make decisions not inconsistent with or contrary to the Constitution of the Yavapai-Apache Nation (“Constitution”) as provided under Article V(a) of the Constitution; and

WHEREAS: The Council is authorized to “appropriate and regulate the use of tribal funds” as provided under Article V (k) of the Constitution; and

WHEREAS: The Public Works Manager has identified the need to purchase a lawn mower for grounds maintenance purposes; and

WHEREAS: Following the receipt of quotes, the Public Works Manager recommends the Nation purchase a lawn mower and protection plan from John Deere as described in Quote #27656567 attached to this Resolution as Exhibit A and incorporated herein by reference for the purchase price of \$12,546.48; and

WHEREAS: Funding to purchase the lawn mower is available from the Public Works Department’s approved 2022 General Fund Budget; and

WHEREAS: The Council has determined that it is in the best interest of the Nation to purchase the lawn mower for the Nation’s Public Works Department.


NOW THEREFORE BE IT RESOLVED that the Yavapai-Apache Tribal Council, in Council assembled, at which a quorum is present, hereby authorizes the Nation to purchase the lawn mower and protection plan from John Deere as described in Quote #27656567 attached to this Resolution as Exhibit A for the purchase price of \$12,546.48.

BE IT FURTHER RESOLVED that funds from the Public Works Department’s approved 2022 General Fund Budget shall be used to pay the purchase price.

BE IT FINALLY RESOLVED that the Chairwoman and Vice-Chairman, or either of them, are hereby authorized to take such further action as deemed necessary to carry out the intent and purposes of this Resolution.

CERTIFICATION

I hereby certify that the foregoing resolution was adopted by an affirmative vote of the Tribal Council, with a quorum in attendance, presented for approval on December 8 2022, by a vote of 8 8 in favor, 0 opposed and 0 abstaining, pursuant to the authority contained under the Constitution of the Yavapai-Apache Nation as cited above.



Tanya Lewis, Chairwoman

ATTEST:



Karla Reimer, Council Secretary

Approved as to Form:



Office of the Attorney General

EXHIBIT A

Quote #27656567 from John Deere
Lawn Mower



Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- Vendor: Deere & Company
- ☐ 2000 John Deere Run
Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address (no PO box)
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Stefanie Miller

RDO Agriculture Equipment Co
1091 Commerce Drive
Prescott, AZ 86305

Tel: 928-776-8300 *Cell 951-901-0107*
Fax: 928-776-8500
Email: smiller@rdoequipment.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

**ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53
Cage Code: 0XWZ3

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

RDO Agriculture Equipment Co
1091 Commerce Drive
Prescott, AZ 86305
928-776-8300
SLMiller@rdoequipment.com

Quote Summary**Prepared For:**

YAVAPAI APACHE NATION
2400 W DATSI ST
CAMP VERDE, AZ 86322
Business: 928-649-6909
YTRUJILLO@YAN-TRIBE.ORG

Delivering Dealer:

RDO Agriculture Equipment Co
Stefanie Miller
1091 Commerce Drive
Prescott, AZ 86305
Phone: 928-776-8300
smiller@rdoequipment.com

* This quote does not include Sales tax because it is for purchase by and use on Tribal Land.

** Current ETA 2-3 months from date RDO Equipment Co. confirms receipt of agency PO or LOI. ETA can be subject to change without notice

Quote ID: 27656567

Created On: 21 October 2022

Last Modified On: 27 October 2022

Expiration Date: 20 November 2022

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE Z930M ZTrak	\$ 10,086.48 X	1 =	\$ 10,086.48
PowerGard Protection Plan	\$ 2,460.00 X	1 =	\$ 2,460.00
Contract: Federal Open Market L&G 06F_0083S (PG 5W CG 21)			
Price Effective Date: October 20, 2022			
Sub Total			\$ 12,546.48
Equipment Total			\$ 12,546.48

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 12,546.48
Trade In	
SubTotal	\$ 12,546.48
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 12,546.48
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 12,546.48

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 27656567 Customer Name: YAVAPAI APACHE NATION

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53
Cage Code: 0XWZ3ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:RDO Agriculture Equipment Co
1091 Commerce Drive
Prescott, AZ 86305
928-776-8300
SLMiller@rdoequipment.com

JOHN DEERE Z930M ZTrak

Hours:

Stock Number:

Contract: Federal Open Market L&G 06F_0083S (PG 5W
CG 21)Selling Price *
\$ 10,086.48

Price Effective Date: October 20, 2022

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
216CTC	Z930M ZTrak	1	\$ 14,409.00	28.00	\$ 4,034.52	\$ 10,374.48	\$ 10,374.48
Standard Options - Per Unit							
001A	United States/Canada	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1036	24x12x12 Pneumatic Turf Tire for 54 In. and 60 In. Decks	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
1502	54 In. Side Discharge Mower Deck	1	\$ -400.00	28.00	\$ -112.00	\$ -288.00	\$ -288.00
2091	Deluxe Comfort Seat with Armrests (22.5" High Back)	1	\$ 0.00	28.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ -400.00		\$ -112.00	\$ -288.00	\$ -288.00
Value Added Services							
	PowerGard Protection Plan	1	\$ 2,460.00			\$ 2,460.00	\$ 2,460.00
Value Added Services Total			\$ 2,460.00			\$ 2,460.00	\$ 2,460.00
Total Selling Price			\$ 14,009.00		\$ 3,922.52	\$ 10,086.48	\$ 12,546.48

**Extended Warranty Proposal****PowerGard™ Protection Plan****Commercial Mowing****Date :** October 27, 2022**Machine/Use Information****Plan Description****Price**

Manufacturer	JOHN DEERE	Plan Type:	New	Deductible:	\$ 0
Equipment Type	Commercial Mowing	Coverage:	Comprehensive	Quoted Price	\$ 2,460.00
Model	Z930M	Total Months:	48		
Country	US	Total Hours:	1750	Date Quoted	October 27, 2022
MFWD/Tracks	N				
Scraper Use					

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE ISSUED.

PowerGard Protection Proposal Prepared for:*I have been offered this extended warranty and*

Customer Name - Please Print

☒ **I ACCEPT** the PowerGard Protection☐ **I DECLINE** the PowerGard Protection

Customer Signature

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific PowerGard Protection coverage terms and conditions, please refer to the actual PowerGard Protection Plan contract for more information and the terms, conditions and limitations of the agreement.

What PowerGard Protection is :

The PowerGard Protection Plan is an **extended warranty** program for reimbursement on parts and labour for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Commercial and Agricultural equipment, who purchase the PowerGard Plans for the desired coverage as indicated in this proposal.

What PowerGard Protection is not :

PowerGard Protection is **not insurance**. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income or loss of value of crops during or after an equipment failure. See the actual product-specific PowerGard Protection Plan agreement for a complete listing of covered components, and limitations and conditions under the program.



Features/Benefits:

PowerGard protection include the following features and benefits under the program :

- Pays for parts and labour costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.
- PowerGard Protection agreements ensure that only Genuine John Deere Parts are used in all repairs,
- PowerGard coverage is fully transferable to future owners, with no transfer fees when coverage remains,
- PowerGard ensures higher resale value and makes equipment more marketable during the sale or trade-in,
- PowerGard allows you to budget your total cost of ownership, with financing available through John Deere Credit or other sources,
- PowerGard helps prevent large,unexpected repair bills during later years of equipment ownership,in exchange for a smaller protection fee up front.