

RESOLUTION NO. 2023 - 3

A RESOLUTION AUTHORIZING THE ADMINISTRATION TO ENTER INTO A PURCHASE AGREEMENT FOR ONE (1) 2023 FORD F-750 TRUCK FROM LIBERTY FORD AT A STATE PURCHASE PRICE OF \$115,285.00, AND DECLARING AN EMERGENCY

WHEREAS, the Director of Public Service has determined the need for and recommends that this Council authorize the purchase of a new service truck for the efficient operation of the Department of Public Service; and

WHEREAS, Liberty Ford has one (1) 2023 Ford F-750 for a price of One Hundred Fifteen Thousand, Two Hundred and Eighty-Five Dollars (\$115,285.00) as identified in Exhibit "A" attached hereto; and

WHEREAS, Council may authorize the Purchase Agreement pursuant to the State Purchasing Program without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter, and Sections 145.08 and 145.09 of the Codified Ordinances.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1: That the Administration is authorized to purchase from Liberty Ford one (1) 2023 Ford F-750 Truck for the sum of One Hundred Fifteen Thousand, Two Hundred and Eighty-Five Dollars (\$115,285.00) as described in Exhibit "A", attached hereto and incorporated by reference.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meeting open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is immediately necessary to authorize a purchase agreement to retain this price; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: January 9, 2023

Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara S. Allen
CLERK OF COUNCIL

January 9, 2023
APPROVED

FILED WITH
THE MAYOR: January 9, 2023

Marie Gallo
MAYOR MARIE GALLO



EXHIBIT A

3101 CENTER ROAD
BRUNSWICK OH 44212
330-225-9141

Cust#: 7241224
Deal Number: 148903

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): CITY OF PARMA HEIGHTS Date: 12/08/2022
 Address: 6281 PEARL RD PARMA HEIGHTS OH 44130 County: CUYAHOGA
 Telephone (1) : 440-724-1224 Telephone (2) : N/A DOB: N/A
 Email: N/A D.L./State I.D.# _____ Issuing State: _____ Exp. Date: _____

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Federal Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL F750	COLOR OXFORD WHITE	STOCK NO. TC60000
VIN/SERIAL NO. 1FDWFFDX3PDF04467		ODOMETER READING <input type="checkbox"/> Not Accurate	54	SALESPERSON MIKE EISENHARDT
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER <u>N/A</u>		
WARRANTY STATEMENT		CASH PRICE OF VEHICLE		
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose. Any warranties by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and the related goods and services.		115000.00		
CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción Española: Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.		N/A		
TRADE-IN VEHICLE INFORMATION		N/A		
Year: N/A	Make: N/A	Model: N/A	Color: N/A	N/A
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate	N/A		
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A	**Negative Equity: N/A	N/A	
**NEGATIVE EQUITY: You are aware that the Balance Owed on your Trade-In/Lease Turn-In Vehicle exceeds the Trade-In Allowance from us and, as a result, you have requested that the Total Due be increased by the difference (known as the "Negative Equity" amount).		N/A		
X <u>N/A</u>		X <u>N/A</u>		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS		Document Fee		
<input checked="" type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION		250.00		
<input checked="" type="checkbox"/> PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL		TOTAL SELLING PRICE		
*The Deposit/Down Payment received from you is not refundable, except as set forth in this Retail Purchase Agreement. In the case of a Deposit, we will refrain from selling the Vehicle for <u>N/A</u> days.		115250.00		
X _____ X <u>N/A</u>		LESS: TRADE-IN ALLOWANCE(S)		
I will participate in a vehicle inspection and pre-suit mediation in the county where the dealer is located before filing any legal action of any kind involving the sale, use, repair, or condition of the product purchased.		SUBTOTAL		
X _____ X <u>N/A</u>		115250.00		
		TAXABLE PRICE \$ 115250.00		
		SALES TAX <u>N/A</u> %		
		TEMP TAG TITLE REGISTRATION FILING \$ 20.00 \$ 15.00 <u>N/A</u> <u>N/A</u>		
		35.00		
		N/A		
		PLUS: BALANCE OWED ON TRADE-IN(S) (Includes any Negative Equity*)		
		N/A		
		TOTAL DUE		
		115285.00		
		LESS DEPOSIT/DOWN PAYMENT*		
		N/A		
		LESS REBATE		
		N/A		
		N/A		
		LESS CASH DUE AT DELIVERY		
		N/A		
		AMOUNT TO BE FINANCED (See Paragraphs 11, 15, and 17)		
		115285.00		

Waiver of Jury Trial: By signing below the Dealership and Purchaser knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in any litigation based upon or arising out of this Agreement, any document related to this transaction, or any course of conduct, dealing, statements (whether oral or written), or any act of Dealership or Purchaser.

This Retail Purchase Agreement and any documents which are a part of this transaction or incorporated herein (collectively, this "Agreement") comprise the entire agreement between the parties and no other agreement has been made or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative. No oral representations have been made to the purchaser.

Purchaser: N/A Date: 12/08/2022
 Purchaser: _____ Date: 12/08/2022
 DealerCAP _____ Accepted by Authorized Dealership Representative