

ORDINANCE NO. 2022 - 16

AN ORDINANCE PERMITTING THE DIRECTOR OF PUBLIC SERVICE TO PURCHASE ONE (1) 2022 RAM 2500 TRADESMAN VIA PURCHASE ORDER WITH BRUNSWICK AUTO MART AND AUTHORIZING THE MAYOR TO ENTER INTO SAID AGREEMENT, 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, Brunswick Auto Mart has a 2022 Ram 2500 Tradesman ("Truck") for a price of Forty-Nine Thousand Nine Hundred and Ninety-Five Dollars (\$49,995.00) as identified as Exhibit A attached hereto; and

WHEREAS, no bidding is required because the Truck is being purchased below the threshold for competitive bidding.

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

Section 1: That the Director of Public Service is authorized to purchase from Brunswick Auto Mart one (1) 2022 Ram 2500 Tradesman for the sum of Forty-Nine Thousand Nine Hundred and Ninety-Five Dollars (\$49,995.00) as described in Exhibit A.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance 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 Ordinance 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 order to retain this price; wherefore, this ordinance shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: 4-11-22 Thomas Rounds
PRESIDENT OF COUNCIL

ATTEST: Barbara S. Allen 4-11-22
CLERK OF COUNCIL APPROVED

FILED WITH THE MAYOR: 4-11-22 Marie Gallo
MAYOR MARIE GALLO

EXHIBIT A

RETAIL BUYERS ORDER



171 & RT. 303 - 3031 CENTER RD. (330) 273-3300
BRUNSWICK, OHIO 44212 TOLL FREE 1-888-GO-TO-BAM (468-6226)



CHRYSLER

DODGE



DEAL #

CUSTOMER #



Jeep

RAM



Volkswagen

PURCHASER'S NAME City of Parma Heights DATE 4-4-22
ADDRESS 6251 Pearl Rd HOME PHONE (440) 345-5970 OFFICE PHONE
CITY, STATE Parma Heights OH COUNTY Cuy ZIP 44130 CELL PHONE

NEW USED FACTORY OFFICIAL RENTAL DEMO PURCHASER'S E-MAIL:

MILEAGE (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate	SERIAL NO.								
STOCK NO.	YEAR	MAKE	MODEL	BODY TYPE	EXT. COLOR	INT. COLOR			
	<u>2022</u>	<u>Ram</u>	<u>2500</u>	<u>Truck</u>	<u>white</u>	<u>Black</u>			

TRADE IN RECORD - TRADE 1			
STOCK NO.	YEAR	MAKE	MODEL
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE	Salvage Vehicle? <input type="checkbox"/> YES		
BALANCE OWED \$	TRADE-IN ALLOWANCE \$		
LIENHOLDER	ACCT. NO.		
TRADE IN RECORD - TRADE 2			
STOCK NO.	YEAR	MAKE	MODEL
VIN #			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> NOT ACCURATE	Salvage Vehicle? <input type="checkbox"/> YES		
BALANCE OWED \$	TRADE-IN ALLOWANCE \$		
LIENHOLDER	ACCT. NO.		

REMARKS:
Buy only 444, 200, 64L 8.4 Display
Local 2, Ded utility, chrome group
*regular brake, clearance lamp.
220, 112, 180 any Tax record

DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ _____ as Non-Refundable Deposit/Partial Payment for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 2 days from the date of Deposit. X _____

NEGATIVE EQUITY DISCLOSURE & CONSENT - I am aware that the balance owed on my trade-in vehicle or the amount owed on my lease turn in vehicle exceeds the trade-in allowance from the dealer. As a result, I have requested that the "Total Due" be increased by the difference, \$ _____ (known as negative equity). X _____

RETAIL PRICE OF VEHICLE	\$ 51,622 -
SALE PRICE	49710 -
OTHER GOODS & SERVICES	
DOCUMENTARY SERVICE FEE	250 -
TOTAL PRICE	49960 -
TRADE-IN ALLOWANCE(S)	()
TAX BASE	
SALES TAX _____ %	
TITLE FEE	5 -
REGISTRATION FEE	30 -
PLUS PAYOFF ON TRADE VEHICLE(S)	
TOTAL DUE	
LESS INITIAL PAYMENT CASH DOWN	\$
LESS REBATE/FACTORY INCENTIVE	
LESS REBATE/FACTORY INCENTIVE	
ADDITIONAL CASH DOWN DUE	
BALANCE DUE	\$ 4995 -

ALL WARRANTIES, IF ANY, BY A MANUFACTURER OR SUPPLIER OTHER THAN DEALER ARE THEIRS, NOT DEALER'S, AND ONLY SUCH MANUFACTURER OR OTHER SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. UNLESS DEALER FURNISHES PURCHASER WITH A SEPARATE WRITTEN WARRANTY OR SERVICE CONTRACT MADE BY DEALER ON ITS OWN BEHALF, DEALER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THE VEHICLE AND ANY RELATED PRODUCTS AND SERVICES SOLD BY DEALER. DEALER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE VEHICLE AND THE RELATED PRODUCTS AND SERVICES. IN THE EVENT THAT A WRITTEN WARRANTY IS PROVIDED BY DEALER OR A SERVICE CONTRACT IS SOLD BY DEALER ON ITS OWN BEHALF, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE TERM OF THE WRITTEN WARRANTY/SERVICE CONTRACT.

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. 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 PREVISIÓN QUE ESTABLEZCA LO CONTRARIO Y QUE APAREZCA EN EL CONTRATO DE VENTA.

If the purchase of the motor vehicle described herein is to be financed this agreement is subject to credit approval and assignment of a retail installment sales contract to a financial institution, and the Annual Percentage Rate (APR) may be negotiated with dealer and dealer may receive compensation for arranging financing on customer's behalf.

These documents are fully incorporated herein (where applicable): Conditional/Spot Delivery Agreement, We Own/Delivery Report and Used Vehicle Limited Warranty.

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are contained on the front and back of this agreement and any documents incorporated herein. I have read the terms and conditions of this Agreement, both on front and back, and agree to them. I certify that I am at least 18 years old, and acknowledge receipt of a copy of this agreement.

I UNDERSTAND THAT THIS RETAIL BUYERS ORDER IS NOT BINDING UNLESS ACCEPTED BY DEALER OR HIS AUTHORIZED AGENT.

This motor vehicle contract is executed as of this date _____
PURCHASER(S) _____
SALESPERSON Chris Walsh ACCEPTED BY AUTHORIZED AGENT [Signature]