

RESOLUTION NO.: 41-2023
INTRODUCED BY: Mayor Thomas

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT WITH LIBERTY FORD, INC. FOR THE PURCHASE OF ONE 2023 FORD F350 PICKUP TRUCK WITH SNOWPLOW FOR A LOWER PRICE THAN PRICING AVAILABLE UNDER THE OHIO COOPERATIVE PURCHASING PROGRAM.

WHEREAS, pursuant to the City Charter, Council has heretofore authorized cooperative purchasing through the State of Ohio Department of Administrative Services ("DAS") Cooperative Purchase Program;

WHEREAS, pursuant to state law, political subdivisions may purchase from other vendors upon equivalent terms, conditions, and specifications, but at a lower price than pricing under current Ohio DAS Cooperative Purchasing Program contracts;

WHEREAS, the City has received a quote from Liberty Ford, Inc., of Maple Heights, Ohio for one (1) 2023 Ford F350 pickup truck with snowplow for a lower price than the pricing under the current Ohio DAS Cooperative Purchasing Program contract, as set forth in the quote attached hereto as "Exhibit A";

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into a purchase agreement with Liberty Ford, Inc., for the purchase of one (1) 2023 Ford F350 pickup truck with snowplow, as set forth in the quote attached hereto as "Exhibit A", at a cost not to exceed \$67,496.00.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This Resolution shall take effect and be in force form and after the earliest period allowed by law.

PASSED: March 28, 2023

APPROVED: March 28, 2023

ATTEST: Donnie Hunter
Donnie L. Hunter
Clerk of Council

Kim A. Thomas
Kim A. Thomas, Mayor
Bobby Jordan
Bobby Jordan
President of Council

EXHIBIT A

Liberty Ford Inc
Commercial Vehicle Center
 Maple Heights, Ohio
 5500 Warnonville Center Rd
 Maple Heights, OH 44137
 (216) 662 3673 Ext. 2418
 Fax: (216) 332 7790

DATE 3.20.23

SALESMAN - DJ McCarley

CUSTOMER: City of Richmond Heights
ADDRESS 26789 Highland Road EMAIL _____
CITY Richmond Heights STATE OH ZIP 44143
COUNTY Cuyahoga PHONE _____
CONTACT NAME _____ COLOR Grey ENGINE 7.3L
YEAR 2023 MAKE Ford MODEL F350 MILEAGE 5
SERIAL NUMBER _____ STOCK NUMBER _____

PRICES ON ORDERED TRUCKS OR TRAILERS ARE SUBJECT TO CHANGE

PRICES ON ORDERED TRUCKS OR TRAILERS ARE SUBJECT TO CHANGE		
	SALE PRICE →	\$ 58,748.00
	Best Truck Plow	\$ 7,853.00
	Spray in Liner	\$ 676.00
	Window Tint	\$ 100.00
	Floor Mats	\$ 150.00
		\$ -
	EXTENDED WARRANTY PLAN →	\$ -
	DOCUMENTARY FEE →	\$ 75.00

GROSSTRADING ALLOWANCE	\$ -	\$ 67,461.00	← TOTAL PRICE →			\$ 67,461.00
BALANCE OWED	\$ -	\$ -				
NET EQUITY	\$ -	\$ -				
	Taxable Total	\$ 67,461.00	Cuyahoga	0.00%	SALES TAX →	\$ -

ALL TRADE-INS ARE SUBJECT TO A PHYSICAL APPRAISAL AT TIME OF DELIVERY

TRADE: _____

YEAR _____ MAKE _____ MILEAGE _____

MODEL _____

SERIAL NO. _____

MORTGAGED BY _____

PHONE _____

Cuyahoga	0.00%	SALES TAX →	\$	-
		FET (NEW) →	\$	-
		LICENSE FEE →	\$	15.00
		PLATE FEES →	\$	20.00
		NON-REFUNDABLE DEPOSIT →	\$	-
		TRADE-IN EQUITY →	\$	-
		REBATE →	\$	-
		TOTAL →	\$	67,496.00
		DOWN PAYMENT →	\$	-
		TOTAL BALANCE DUE →	\$	67,496.00

If this is a credit sale, buyer is entitled to and will receive a fully completed disclosure statement setting forth the terms of the financing.

This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this end reverse side and the terms on the reverse side of this order are as much a part of the agreement as if written on this side and no other verbal understandings or promises whatsoever are a part of this agreement.

The customer certifies that he is 18 years of age or over and warrants that he is the true and lawful owner of the truck traded in and that it is free of all encumbrances whatsoever except as noted above.

The undersigned purchaser acknowledges that he has read and understands the conditions and terms of this contract as it appears on this and the reverse side and has received a copy of this order executed herewith.

THE SELLER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE UNLESS OTHERWISE STATED IN THIS DOCUMENT. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THE ITEM(S).

FAILURE OF BUYER TO TAKE POSSESSION WITHIN TEN DAYS OF NOTIFICATION BY SELLER
THAT THE VEHICLE IS READY TO BE DELIVERED BY SELLER AS A CANCELLATION OF THE
CONTRACT BY THE BUYER.

CUSTOMER'S
SIGNATURE

THIS TRUCK/TRAILER SOLD

XXXXXX WITH MANUFACTURERS STANDARD NEW TRUCK OR TRAILER WARRANTY

AS IS, THEREBY MAKE THIS PURCHASE KNOWINGLY WITHOUT ANY
GUARANTEE EXPRESSED OR IMPLIED, BY THIS DEALER OR HIS AGENT

NEGATIVE EQUITY:

I AM AWARE THE BALANCE OWED ON MY TRADE-IN VEHICLE OR AMOUNT OWED ON MY LEASE TURN-IN VEHICLE EXCEEDS THE TRADE-IN ALLOWANCE FROM DEALER AND, AS A RESULT, I HAVE REQUESTED THE CASH PRICE OF THE VEHICLE BE INCREASED BY \$_____ TO COVER NEGATIVE EQUITY FROM MY TRADE-IN/AMOUNT OWED ON MY LEASE TURN-IN.

CUSTOMER'S

ACCEPTANCE

SALESMAN

ACCEPTED BY

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER

