

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.

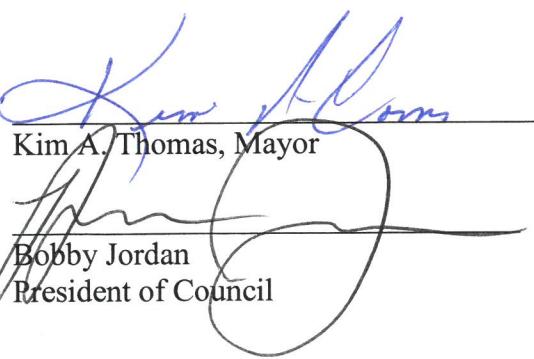
Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings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

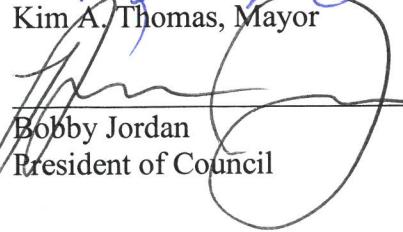
Section 3: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: March 28, 2023

APPROVED: March 28, 2023

ATTEST: Donnie L. Hunter  
Donnie L. Hunter  
Clerk of Council

  
Kim A. Thomas, Mayor

  
Bobby Jordan  
President of Council

## EXHIBIT A

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

SALESMAN - DJ McCarley		DATE <u>3.20.23</u>																																																																						
CUSTOMER <u>City of Richmond Heights</u>		EMAIL <u></u>																																																																						
ADDRESS <u>26789 Highland Road</u>		STATE <u>OH</u> ZIP <u>44143</u>																																																																						
CITY <u>Richmond Heights</u>		PHONE <u></u>																																																																						
COUNTY <u>Cuyahoga</u>		COLOR <u>Grey</u> ENGINE <u>7.3L</u>																																																																						
CONTACT NAME <u></u>		YEAR <u>2023</u> MAKE <u>Ford</u> MODEL <u>F350</u> MILEAGE <u>5</u> STOCK NUMBER <u></u>																																																																						
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This contract is not assignable and not cancellable and all terms and conditions of this sale are contained on this and 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 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 circumstances 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 hereon.																																																																								
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.																																																																								
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