

RESOLUTION R-2020-21

A RESOLUTION AUTHORIZING THE PURCHASE OF A 2020 FORD F – 250 TRUCK AND DECLARING AN EMERGENCY.

WHEREAS, Deborah Blewitt, Village Administrator of the Village of Windham has informed the Committee of the Village Council that the 2011 Ram Pick Up Truck owned by the Village and used by the service department has reached the end of its service life and as a result it is no longer reliable; and

WHEREAS, Council has determined that it is appropriate to replace the 2011 Ram pick-up truck with a new Ford F-250 pick-up truck equipped with a plow in advance of the upcoming snow season.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Windham, Portage County, State of Ohio, two thirds (2/3) or more of the members thereto concurring that:

SECTION 1: The 2011 Ram pick-up truck owned by the Village and used by the service department has reached the end of its service life and as a result it is no longer reliable, and should be replaced in advance of the 2020-2021 winter.

SECTION 2: Council approves the purchase of a 2020 Ford F-250 pick-up truck, modified for use as a plow truck, delivered fully functional and ready to be placed into service, all in substantial conformity with Exhibit “A” attached hereto and incorporated herein by reference.

SECTION 3: The 2011 Ram pick-up truck presently owned by the Village is no longer needed for any municipal purpose and as a result the trade in of the 2011 Ram truck as partial payment of the purchase of the Ford F-250 pick-up truck is authorized and approved.

SECTION 4: That in conformity with the provisions of Ohio Revised Code 731.14 that the total purchase price of the 2020 Ford F-250 pick-up truck is less than \$50,000.00 and as a result competitive bidding is not required.

SECTION 5: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were accepted in an open meeting of this Council, and that deliberations of this Council and any of its committees that resulted in such formal actions were in meeting open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 6: The Village Council finds that this Resolution is declared to be an emergency measure, effective immediately upon its passage in order to promote the health, safety and general welfare of the Village and for the further reason that it is essential that the Village of Windham replace the unreliable 2011 Ram Truck now in advance of the 2020-2021 winter season.

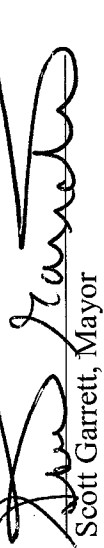
PASSED IN COUNCIL on first reading this 27th day of October, 2020.

Vote of Council: Ayes: 6
 Nays: 0

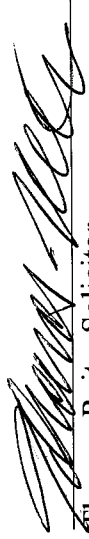
ATTEST:


Cheree Taylor, Fiscal Officer

APPROVED:


Scott Garrett, Mayor

APPROVED AS TO FORM:

A handwritten signature in black ink, appearing to read 'Thomas Reitz', written over a horizontal line.

Thomas Reitz, Solicitor

PURCHASER VILLAGE OF WINDHAM
 ADDRESS 9621 E CENTER ST
 CITY WINDHAM STATE OH ZIP 44288
 RES. PHONE () _____
 BUS. PHONE (330) 326-2622
 E-MAIL _____ DATE 10/21/2020
 MOBILE NO. () _____

BUYERS ORDER

Kepich Ford
 10301 Liberty Street
 Garrettsville, OH 44231
 330-527-FORD
 www.kepichford.com

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED
 MOTOR VEHICLE: NEW USED DEMO RENTAL FACTORY OFFICIAL

DEAL NO. _____ CUSTOMER NO. _____

MILEAGE ON PURCHASED VEHICLE: _____
 Accurate Unless Marked Not Accurate NOT ACCURATE

VEHICLE SOLD:	MAKE	YEAR	MODEL	BODY TYPE	COLOR	TRIM	STK. NO.	SERIAL NO.
FORD		2020	F 250 SD R/C		WHITE	XL		

TRADE IN RECORD - TRADE 1			
YEAR	MAKE	MODEL	TYPE
2011	Ram	2500	Pickup
VIN # <u>3D7LT2ET1BG590068</u>			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____) Trade-In Allowance _____			
TRADE IN RECORD - TRADE 2			
YEAR	MAKE	MODEL	TYPE
VIN # _____			
MILEAGE: (Accurate Unless Marked Not Accurate) <input type="checkbox"/> Not Accurate		Salvage Vehicle? <input type="checkbox"/> Yes	
BALANCE OWED \$ _____ (Good Until _____) Trade-In Allowance _____			
REMARKS:			
DEPOSIT (PARTIAL PAYMENT) RECEIPT - Purchaser hereby provides to the Dealer the sum of \$ <u>N/A</u> 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 _____ days from the date of Deposit. <input checked="" type="checkbox"/>			
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, \$ <u>N/A</u> (known as negative equity). <input checked="" type="checkbox"/>			
ARBITRATION - I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle. <input checked="" type="checkbox"/>			

PRICE OF VEHICLE	\$ 38,744.00
OTHER GOODS & SERVICES	
SNOW PLOW	6,900.00
DOCUMENTARY SERVICE FEE	250.00
TOTAL PRICE	45,894.00
TRADE-IN ALLOWANCE(S)	(11,000.00)
	34,894.00
TAX BASE	0.00
SALES TAX _____ %	N/A
TITLE FEE	5.00
REGISTRATION FEE	30.00
PLUS PAYOFF ON TRADE VEHICLE(S)	N/A
TOTAL DUE	34,929.00
LESS INITIAL PAYMENT CASH DOWN	N/A
	1,500.00
LESS REBATE/FACTORY INCENTIVE	N/A
LESS REBATE/FACTORY INCENTIVE	N/A
BALANCE DUE	\$ 33,429.00

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 VEHICULOS USADOS. LA INFORMACIÓN QUE APARECE EN LA VENTANILLA DE ESTE VEHICULO FORMA PARTE DE ESTE CONTRATO. LA INFORMACIÓN CONTENIDA EN EL FORMULARIO DE LA VENTANILLA ANULA CUALQUIER PREVISION 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 Owe/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 this 21st day of October, 2020

PURCHASER(S) _____
 SALESPERSON Mike Dye

ACCEPTED BY AUTHORIZED AGENT _____