

CITY OF FRANKLIN, OHIO
RESOLUTION 2022-31

**AUTHORIZING THE PURCHASE OF A CHEVROLET MEDIUM DUTY TRUCK FROM WHITE ALLEN CHEVROLET
FOR THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City of Franklin Public Works Department is in need of a new vehicle for the purpose of carrying out the Department's governmental duties for the City;

WHEREAS, the Public Works Director has identified a vehicle meeting the Public Works Department's needs which is available for purchase from White Allen Chevrolet (the "Vehicle") for the total purchase price of Seventy Thousand Six Hundred Fifty-Eight Dollars and 00/100 (\$70,658), more particularly described in the Retail Purchase Agreement attached as "Exhibit A" to this Resolution;

WHEREAS, pursuant to Section 5.05 of the City's Charter, competitive bidding is not required for the purchase of equipment when bidding is not required under State law, but Council must still approve the expenditure of funds when the purchase price for equipment exceeds Fifty Thousand Dollars (\$50,000);

WHEREAS, according to Ohio Revised Code 125.04 and 9.48, where a political subdivision is eligible to participate in a contract for the purchase of an item through the Ohio Department of Administrative Services or another governmental joint purchasing program, the political subdivision may instead purchase the item from another party upon equivalent terms, conditions, and specifications but at a lower price, and need not follow competitive bidding procedures with respect to the contract;

WHEREAS, the City has identified a State of Ohio contract in which the City is eligible to participate for the purchase of a vehicle upon equivalent terms, conditions, and specifications as those set forth in Exhibit A, but at a higher purchase price;

WHEREAS, the Council of the City of Franklin finds it to be in the best interests of the health, safety and welfare of its residents, and efficiency of its governmental operations, to purchase the Vehicle for the Public Works Department pursuant to the terms and conditions set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of members present concurring, that;

Section 1. The City Manager is hereby authorized to execute, on behalf of the City, the Retail Purchase Agreement set forth in Exhibit A to this Resolution in order to purchase the Vehicle for the total purchase price of Seventy Thousand Six Hundred Fifty-Eight Dollars and 00/100 (\$70,658). The City Manager is further authorized to execute all other associated documents necessary to consummate the purchase of the Vehicle in accordance with this Resolution.

Section 2. It is found 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 that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code and Chapter 105 of the Codified Ordinances.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: April 18, 2022

ATTEST: Khristi Dunn
Khristi Dunn, Clerk of Council

APPROVED: John Hall
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of the resolution passed by that body on April 18, 2022.

Khristi Dunn
Khristi Dunn, Clerk of Council

WHITE ALLEN CHEVROLET
442 N MAIN STREET
DAYTON, OH 45405
937-220-6327

Cust #: 68856
Deal Number: 72214

RETAIL PURCHASE AGREEMENT

Purchaser's Name(s): CITY OF FRANKLIN PUBLIC WORKS Date: 03/23/2022
Address: 202 BAXTER DR FRANKLIN, OH 45005-1569 County: WARREN
Telephone (1) : 937-746-5001 Telephone (2) : 937-746-5001 DOB: N/A
Email: NMILLER@FRANKLINOHIO.ORG D.L./State I.D.# N/A Issuing State: N/A Exp. Date: N/A

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 2021	MAKE CHEVROLET	MODEL SILVERADO MEDIUM DUTY	COLOR WHITE	STOCK NO. T21774
VIN/SERIAL NO. 1HTKJPVK1MH369503		ODOMETER READING <input type="checkbox"/> Not Accurate 50		SALESPERSON DAN PIELY
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		
WARRANTY STATEMENT				
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, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. 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.				
CASH PRICE OF VEHICLE 61 429.00				
GM WHEEL LOCKS 89.00				
ENTER DESCRIPTION HERE 15355.00				
DOCUMENTATION FEE 250.00				
TITLE 15.00				
LICENSE FEE 20.00				
TOTAL DUE 77158.00				
LESS DEPOSIT/DOWN PAYMENT* N/A				
LESS REBATE 6500.00				
LESS CASH DUE AT DELIVERY N/A				
AMOUNT TO BE FINANCED (See Paragraphs 11, 14, and 16) 70658.00				
TRADE-IN VEHICLE INFORMATION				
Year: N/A	Make: N/A	Model: N/A	Color: 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		
*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.		**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).		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				
<input type="checkbox"/> IF MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> IF MARKED, PLEASE SEE THE CONDITIONAL (SPOT) DELIVERY AGREEMENT-LIMITED RIGHT TO CANCEL				

Waiver of Jury Trial: 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 Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement (Buyers Order) and no other agreement or understanding of any nature concerning the same has been made or entered into, 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.

Purchaser: N/A Date: 03/23/2022 Accepted by Authorized Dealership Representative: _____ Date: 03/23/2022