

**RESOLUTION 22 - 56, 2022
COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING THE PURCHASE OF ONE 2022 FORD EXPLORER POLICE PURSUIT VEHICLE
AND EQUIPMENT AND TO REPLACE 2016 DODGE CHARGER AS PART OF FLEET
MANAGEMENT, DISPENSING WITH THE SECOND READING
AND DECLARING AN EMERGENCY**

WHEREAS, the Board of Trustees of Columbia Township, Hamilton County, Ohio, provides vehicles for use by the Hamilton County Sheriff for patrol and enforcement in the Township; and,

WHEREAS, Columbia Township 2016 Dodge Charger Police Pursuit Car 71 is scheduled to be replaced in 2023 as the oldest fleet car. Replacements are based on the Sheriff's recommended fleet management cycle for vehicles with nearly 100,000 miles that have higher downtime due to increasing maintenance and higher repair expenses; and,

WHEREAS, the replacement is funded in the 2023 Township budget but the purchase and budget appropriation must be moved up to November 2022. In August, Ford and Chevy closed all order banks for police pursuit vehicles which has compounded shortages. Auto manufacturers have notified dealers that they will manufacture no or a small number of police pursuit vehicles to instead expand production of consumer vehicles. Government discounts for police pursuit vehicles also have been stopped and future prices are estimated to increase by \$10,000; and,

WHEREAS, anticipating this national shortage, in August the Sheriff's Office arranged for Columbia Township to take delivery of one additional 2022 Ford Explorer Police Pursuit vehicle from a pool of built vehicles that were not yet committed to an agency. The first 2022 vehicle purchased by Resolution 22 – 31 was put into service as the 2022 scheduled replacement. This second 2022 vehicle is proposed to be put into service sometime around the end of this year or early 2023 as the 2023 scheduled replacement. Both vehicles are part of a Sheriff's Office purchase order at the original public bid price at or below market value; and,

WHEREAS, the Sheriff's Office estimates the total vehicle package cost to be \$28,557 as follows: \$22,957 for 2022 Ford Explorer Police Pursuit from Lebanon Ford (\$34,957.00 minus \$12,000 trade-in of 2016 vehicle), and an estimated but not guaranteed \$5,600 for Equipment Package from Parr Public Safety Equipment and Exterior Detailing Package from DanCo Lettering. The Township's estimated net cost for the total vehicle package is \$13,557 after Ridge & Highland major employer CBT's annual \$15,000 township services grant is applied in 2023; and,

Passed, this 8th day of November, 2022.

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WHEREAS, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution upon its first reading; and,

WHEREAS, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health and welfare of the Township; the reason for the emergency is the Township must purchase the vehicles at the earliest possible time or will lose the opportunity to purchase such vehicle during this extended COVID period of low national vehicle inventory; and,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Administrator to spend up to \$28,557 for a 2022 Ford Explorer Police Pursuit Package for the 2023 replacement vehicle.

Motion to accept Resolution made by: Mr./Mrs. MR. KUBICKI

Seconded by: Mr./Mrs. HUGHES

VOTE:

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	11/08/2022
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	11/08/2022
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	11/08/2022

ATTEST: Caroline Heekin 11/08/2022
Caroline Heekin, Fiscal Officer

Passed, this 8 day of November 2022.

Attached:

Lebanon Ford 2022 Explorer Police Pursuit Purchase Contract

Passed, this 8th day of November, 2022.

Cincyautos, Inc. D B A

LEBANON FORD

VEHICLE PURCHASE CONTRACT AND/OR DEPOSIT RECEIPT

Phone: (866) 427-5575

Deal No. _____

Cust. No. CV3032552

770 Columbus Ave. Lebanon, OH 45036

Date 10/27/2022

Salesperson Richard Supe

Order # _____

The undersigned (Purchaser) hereby agrees, under the terms and conditions set forth below, to purchase from Lebanon Ford (Seller) the following:

PURCHASER

VEHICLE

Name COLUMBIA TOWNSHIP

Address 5686 KENWOOD RD

City Cincinnati State OH

County _____ Zip Code 45227

Home Phone _____ Bus. Phone _____

Cell Phone (1) _____ Cell Phone (2) _____

NEW DEMO RENTAL UNIT USED

Yr. 2022 Make Ford Stock No. _____

Model Explorer PIU Body Type _____

Color BLACK Top Trim _____

V.I.N. INCOMING UNIT

Email _____

TRADE-IN (1)		PURCHASE	
Yr	2016 Make dodge	Selling Price	34957.00
Model	charger	Protection Package	
Vin #	2C3CDXKT3GH303866	Added Equip.	
Mileage	76122	Doc Fee	
Stock #	GH303866	Ext Serv Agrmnt	
TRADE-IN (2)			
Yr	Make		
Model			
Vin #		SUB TOTAL	
Mileage			
Stock #		Sales Tax	
Combined Allowance	0	License/Title	
Deposit			
Cash Due	0		
Rebate	0	TOTAL CASH PRICE	34957.00
TOTAL CREDITS	12000.00		(12000.00)

TERMS AND CONDITIONS

- The odometer of the purchased vehicle currently reads _____ miles and is accurate to the best of Seller's knowledge.
- This written Vehicle Purchase Contract constitutes the final expression of our agreement. Any and all representations, promises, warranties or statements by Seller's agents or employees that differ in any way from this written agreement shall be null and void. This contract is not binding upon Seller until accepted by Seller in writing.
- In the event Purchaser breaches this contract by failure to take delivery of the purchased vehicle, it is agreed that in lieu of proving damages, the Seller's liquidated damages shall be twenty percent (20%) of the Total Cash Price. The Seller shall have the right to apply any downpayment, deposit, or trade-in vehicle against such damages.
- Purchaser warrants to Seller that Purchaser's trade-in vehicle does not have a "salvage", "flood", "lemon law buyback" or other type of branded title. Purchaser further warrants that the emission system on the trade-in vehicle is in proper operating condition and has not been modified in any manner. Seller reserves the right to reappraise or reduce the trade-in allowance if the trade-in value or condition has diminished between the time this contract was executed and Purchaser delivered the trade-in to Seller.
- None of the above Terms and Conditions shall be construed to limit Seller's legal remedies against Purchaser. This contract shall be construed under Ohio law.

NEGATIVE EQUITY TRANSFER AGREEMENT

I/WE ACKNOWLEDGE THE BALANCE OWED ON THE TRADE-IN VEHICLE EXCEEDS ITS ACTUAL CASH VALUE. I/WE AGREE TO TRANSFER \$ 0 OF THE TRADE-IN PAYOFF TO THE BALANCE DUE ON THE PURCHASED VEHICLE.

Purchaser(s) _____

WARRANTY INFORMATION/OWNER DECLARATION

THE ONLY WARRANTY ON THE VEHICLE IS THAT WHICH IS SUPPLIED BY THE VEHICLE MANUFACTURER, UNLESS THE SELLER, **LEBANON FORD, INC** FURNISHES BUYER WITH A SEPARATE WRITTEN WARRANTY, MADE BY SELLER ON ITS OWN BEHALF. IN ALL CASES EXCEPT SELLER'S SEPARATE WRITTEN WARRANTY, SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER, BY EXECUTION OF THIS CONTRACT, ACKNOWLEDGES THAT HE/SHE HAS READ THE CONTRACT AND AGREES TO ALL ITS TERMS AND CONDITIONS.

If the vehicle purchased is a "used vehicle" as defined in The Federal Trade Commission Used Motor Vehicle Trade Regulation Rule, 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.

I/WE HEREBY CERTIFY THAT I/WE HAVE ACCEPTED DELIVERY OF THE VEHICLE, EITHER PHYSICALLY OR CONSTRUCTIVELY, THUS CONFIRMING MY/OUR OWNERSHIP EFFECTIVE 10/27/2022

Purchaser(s) _____

TRADE-IN BALANCE OWED TO	TRADE-IN PAYOFF	0
<input type="checkbox"/> SPOT DELIVERY Purchaser agrees that a Motor Vehicle Contingent Delivery Agreement and Modification to Purchaser's Installment and/or Security Agreement is part of this Vehicle Purchase Contract.	BALANCE DUE	22957.00
Initials <input checked="" type="checkbox"/>		

FOR OFFICE USE ONLY

ACV. _____ UNPAID BALANCE OF CASH PRICE DUE FROM _____

C. _____

D.F.M. _____

_____ DUE BILL is part of this contract
purchaser initials _____

_____ HOLD CHECK agreement is part of this contract
purchaser initials _____

ACCEPTED **LEBANON FORD**
by _____