

P/C 5-16-23 Service
CA 92108 5-16-23
1st R _____
2nd R _____
3rd R _____
B/C _____

CITY OF BROOK PARK, OHIO

ORDINANCE NO: 11339-2023

INTRODUCED BY: MAYOR ORCUTT

AN ORDINANCE

AUTHORIZING THE MAYOR TO TRADE-IN THE CITY'S 2007 NEW HOLLAND W170B WHEEL LOADER, AND TO PURCHASE A JOHN DEERE 544 P-TIER WHEEL LOADER, AND DECLARING AN EMERGENCY

NOW THEREFORE, BE IT ORDAINED, by the Council of the City of Brook Park, State of Ohio, that:

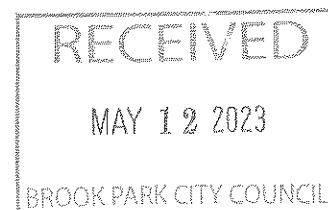
SECTION 1: The Mayor is hereby authorized to trade-in a 2007 New Holland Wheel Loader Model W170B Serial Number N7F201081.

SECTION 2: Murphy Tractor did a professional survey/evaluation of the W170B Wheel Loader and they are offering \$30,000.00 towards the purchase of a new 2023 John Deere 544 P-Tier Wheel Loader.

SECTION 3: The Mayor is hereby authorized to purchase a new John Deere 544 P-Tier Wheel Loader for a total price of \$219,926.65, less the trade-in of the W170B Wheel Loader for \$30,000.00 for a total of \$189,926.65, the contract for this transaction is attached hereto as Exhibit "A".

SECTION 4: The money needed for the aforesaid transaction shall be paid from Fund 401, and shall not exceed \$189,926.65. This purchase will be made under Sourcewell Contract #032119-JDC.

SECTION 5: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of 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 6: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of said City, and authorizing the Mayor to purchase a new John Deere 544 P-Tier Wheel Loader and trade-in our 2007 New Holland Wheel Loader, therefore, provided this ordinance receives the affirmative vote of at least five (5) members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PASSED: May 16, 2023

Michael Keulke
PRESIDENT OF COUNCIL

ATTEST: Carol Johnson
CLERK OF COUNCIL

APPROVED: Charles A. Smith
MAYOR

5-16-23
DATE

CERTIFICATE

Carol Johnson, Clerk of Council, of the City of Brook Park, Ohio, do hereby certify that the foregoing is a true and accurate copy of Ordinance Resolution No. 11339-2023 passed on the 16 day of MAY 2023 by said council.

Carol Johnson
Clerk of Council

I, Carol Johnson, Clerk of Council for the City of Brook Park, State of Ohio, do hereby certify that there is no newspaper of general circulation in the municipality and that publication of the foregoing ordinances/resolutions was made by posting true copies at five of the most public places in said municipality as determined by Ordinance No. 4838-1975; location City Hall 6161 Engle Road, Police Station 17401 Holland Road, #2 Fire Station 22530 Ruple Parkway, #3 Fire Station 17401 Holland Road, Brook Park Library 6165 Engle Road, for a period of fifteen days.

commencing 5-17-23
Carol Johnson
CAROL JOHNSON

| | Yea | Nay |
|-------------|-------------------------------------|--------------------------|
| Troyer | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Mencini | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Roberts | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Scott | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Coyne | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Polindexter | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Salvatore | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

I HEREBY APPROVE THE WITHIN
INSTRUMENT AS TO LEGAL FORM
AND CORRECTNESS.

[Signature]
DIRECTOR OF LAW



Customer Purchase Agreement/Commitment to Lease for
John Deere Construction, Utility and Forestry
Products and Compact Construction Equipment - US
("Purchase Agreement")

PA# 09577629
PA Revision# Original
Customer Name: CITY OF BROOK PARK

EXHIBIT

"A"

| | | | |
|---|---------------|-------------------|--------------------|
| PURCHASER NAME AND ADDRESS (First Signer) | | | |
| NAME(First, Middle, Last) CITY OF BROOK PARK | | | |
| STREET or RR 6161 ENGLE RD | | | |
| CITY BROOKPARK | STATE OH | ZIP CODE 44142 | COUNTY Cuyahoga |
| PHONE NUMBER | EMAIL ADDRESS | | |
| REWARDS # 993292349 | | | |
| PURCHASER NAME AND ADDRESS (Second Signer) | | | |
| NAME(First, Middle, Last) | | | |
| STREET or RR | | | |
| CITY | STATE | ZIP CODE | COUNTY |
| PHONE NUMBER | EMAIL ADDRESS | | |
| REWARDS # | | | |

| | | | |
|--|-------------|---|------------------------------|
| DEALER NAME AND ADDRESS | | | |
| DEALER NAME Murphy Tractor & Equipment | | Dealer Account No. : 178809 | |
| STREET or RR 1550 Industrial Parkway S | | | |
| CITY Brunswick | STATE OH | ZIP CODE 44212 | Phone Number 330-220-4999 |
| Date Of Order: Apr 21, 2023 | | | |
| Dealer Order No.: | | TYPE OF SALE: <input type="checkbox"/> CASH <input checked="" type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE | |
| PURCHASER TYPE: 5 City/Town/Village | | MARKET USE CODE: 98 Undefined Government Use | |
| Add Purchaser to Mailing List (Check One or More) <input type="checkbox"/> Construction <input type="checkbox"/> CCE <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government | | | |
| PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual | | Purchaser Accl.: 18005389 | |
| <input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN NO.: | | | |

| | | | | | |
|---|---|--|--------------------------|----------------------|----------------------|
| EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline | | LOCATION OF FIRST WORKING USE : Use County CUYAHOGA | Use State/Province OH | COUNTY CODE 35 | |
| Ultimate Uptime Package Purchase: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | (Initials) | | | |
| QTY | WARRANTY N M O M T D M O U | EQUIPMENT (Model, Size, Description) | Hours of Use | PIN or Serial Number | Delivered Cash Price |
| 1 | X | JOHN DEERE 544 P-Tier Wheel Loader | | | |
| | | + John Deere Preventative Maintenance : 60 Month/2500 Hr PM | | | |
| | | + John Deere Extended Warranty : 60 Month/2500HR Comprehensive | | | |
| (1) TOTAL CASH PRICE | | | | | \$ 219,926 65 |

| | | | | |
|-----------|-------------------------------------|--------------|----------------------|---|
| QTY | TRADE-IN (Model, Size, Description) | Hours of Use | PIN or Serial Number | AMOUNT |
| 1 | 2007 NEW HOLLAND W170B | | N7F201081 | \$ 30,000 00 |
| COMMENTS: | | | | (2) TOTAL TRADE-IN ALLOWANCE \$ 30,000 00 |
| | | | | (3) TOTAL TRADE-IN PAY-OFF \$ 0 00 |
| | | | | (4) BALANCE \$ 189,926 65 |
| | | | | (5) SUBTOTAL \$ 189,926 65 |
| | | | | (6) RENTAL APPLIED \$ 0 00 |
| | | | | (7) CASH WITH ORDER \$ 0 00 |
| | | | | (8) BALANCE DUE (5-(6 & 7)) \$ 189,926 65 |

**JOHN DEERE**

Customer Purchase Agreement/Commitment to Lease for PA#
 John Deere Construction, Utility and Forestry
 Products and Compact Construction Equipment - US
 ("Purchase Agreement")

09577629

PA Revision# Original

Quote ID: 28639560

Customer Name: CITY OF BROOK PARK

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay or otherwise satisfy the Balance Due (line 9) shown hereon in cash, or to execute a Retail Installment Contract, Rental Purchase Option Contract, Lease Agreement or other security agreement for the Balance Due for the Equipment, plus additional charges shown thereon, on or before delivery of the Equipment ordered herein. Despite delivery of the Equipment to the Purchaser, title to the Equipment shall not pass to the Purchaser until the Balance Due is paid or is otherwise satisfied in full for Equipment purchases. For Equipment leases and rentals, title to the Equipment shall not pass to the Purchaser. The Purchaser and the Dealer agree that this Purchase Agreement is not a security agreement and that delivery of the Equipment to the Purchaser pursuant to this Purchase Agreement will not constitute possession of the Equipment by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this transaction are limited as set forth in this Purchase Agreement.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Construction, Utility and Forestry Products and Compact Construction Equipment" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedules.

USE OF INFORMATION/PRIVACY NOTICE (U.S.):

I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprogfordiesel/fordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction, utility, forestry and compact construction products is set forth in a separate document the Dealer will provide to the Purchaser. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. **PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS TRANSACTION ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE AGREEMENT. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

TELEMATICS:

Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

| | | | | | |
|---------------------------|--|-----------|--|------|--|
| Purchaser (First Signer) | CITY OF BROOK PARK | Signature | | Date | |
| Purchaser (Second Signer) | | Signature | | Date | |
| Dealer Representative | Murphy Tractor & Equipment | Signature | | Date | |
| Salesperson | THOMAS, CURT | Signature | | Date | |

| | | |
|---------------------------------|--|---------------------|
| DELIVERY ACKNOWLEDGEMENT | Delivered with Operator's Manual On: | Purchaser Signature |
|---------------------------------|--|---------------------|