R-23- 37

RESOLUTION NO. _____

A RESOLUTION WAIVING FORMAL BIDDING REQUIREMENTS AND AUTHORIZING PAYMENT TO EVERETT FORD FOR THE PURCHASE OF A VEHICLE FOR THE NORTH LITTLE ROCK ELECTRIC DEPARTMENT; AND FOR OTHER PURPOSES.

WHEREAS, Ark. Code Ann. § 14-58-303 requires City purchases exceeding the amount of $35,000 to follow statutory procedures of local advertisement and opening of sealed bids which may only be waived in exceptional situations where bidding is deemed not feasible or practical; and

WHEREAS, the City of North Little Rock ("the City") is in need of a vehicle for the Electric Department ("NLRED"); and

WHEREAS, there is a shortage of vehicles due to the COVID-19 pandemic, and no vehicles are available through the state contract or the City's cooperative purchasing program memberships; and

WHEREAS, Everett Ford, 19723 Interstate 30, Benton, Arkansas 72015, has a vehicle available for the cost of Forty Seven Thousand One Hundred Seven and 00/100 Dollars ($47,107.00) (see Quote attached hereto as Exhibit A).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH LITTLE ROCK, ARKANSAS:

SECTION 1: That formal bidding is hereby waived in connection with the purchase of a vehicle from Everett Ford for a total amount of Forty Seven Thousand One Hundred Seven and 00/100 Dollars ($47,107.00).

SECTION 2: That the cost of the vehicle shall be paid from the 2023 Electric Department Budget.

SECTION 3: That the provisions of this Resolution are hereby declared to be severable, and if any section, phrase or provision shall be declared or held invalid, such invalidity shall not affect the remainder of the sections, phrases or provisions.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED: APPROVED:

_____ _____

Mayor Terry C. Hartwick

SPONSOR: ATTEST:

Terry C Hartwick

Mayor Terry C. Hartwick by AP Diane Whitbey, City Clerk

APPROVED AS TO FORM:

Amy Beckman Fields, City Attorney

PREPARED BY THE OFFICE OF THE CITY ATTORNEY/kt

FILED 11:00 A.M. _____ P.M.

By A. Fields

DATE 2-21-23

Diane Whitbey, City Clerk and Collector
North Little Rock, Arkansas

RECEIVED BY S. Ussery

RETAIL BUYER'S ORDER FORM

EVERETT

Ford

02/14/2023
Date

NLR Electric
Purchaser's Name

Customer's Birthdate

Street Address

Customer's Birthdate

NORTH LITTLE ROCK — City
AR — State
72114 — Zip

BRADEN ROSSINI — Salesman's Name
47149 — Salesman's #

Res. Phone
(501) 951-0321 — Bus. Phone
(501) 951-0321 — Cell Phone

RBeck@nlr.ar.gov
Email Address

PLEASE ENTER MY ORDER FOR THE FOLLOWING: ☐ CAR ☐ TRUCK ☐ VAN

☑ NEW ☐ USED YEAR 2023 MAKE Ford

SERIES F-150 BODY TYPE F150 4X4 CREW COLOR Oxford White STOCK # PKD38966

CYLS MILES 10 SERIAL # 1FTFW1E59PKD38966

CASH DELIVERED PRICE OF UNIT	46,978	00
SERVICE & HANDLING FEE	129	00
A SERVICE & HANDLING FEE IS NOT AN OFFICIAL FEE. A SERVICE AND HANDLING FEE IS NOT REQUIRED BY LAW BUT MAY BE CHARGES TO THE BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO CLOSING OF A SALE. THIS NOTICE IS REQUIRED BY LAW.		
1) TOTAL PRICE OF UNIT	47,107	00
2) DOWN PAYMENT:		
REBATE		
CASH		
NET TRADE-IN		
TERM 1		
3) UNPAID CASH BAL. DUE ON DELIVERY *(DIFFERENCE BETWEEN ITEMS 1 & 2)*	47,107	00

CUSTOMER represents and warranties that the trade-in vehicle does not nor has it ever had a certificate of title showing any of the following designations: "DAMAGED", "SALVAGED", "WATER DAMAGED", "RECONSTRUCTED", "REBUILT", or any similar designations. CUSTOMER further agrees that in the event an abstract of the trade-in certificate of title reflects one of the above designations, the CUSTOMER will reimburse Everett Ford for any loss Everett Ford may sustain as a result of such designation.

Signature

CUSTOMER agrees that the payoff amount on the customer's trade-in has been supplied by the CUSTOMER or by a finance company or bank and that Everett Ford is relying on that amount in making this transaction. In the event the payoff is incorrect, Everett Ford will reimburse any amount due CUSTOMER and CUSTOMER will reimburse Everett Ford any amount Everett Ford is required to pay above the represented payoff.

Signature

ALL DEALS SUBJECT TO FINANCE APPROVAL. UPON COMPLETION OF CHECKING MY CREDIT BY THE FINANCE COMPANY OR BANK, I AGREE TO RETURN THIS VEHICLE TO EVERETT FORD, IF FOR ANY REASON MY CREDIT IS DENIED.

Signature BWell

Manager

USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN:		
MODEL:		
COLOR:	CYLS	
YEAR	MILES	BODY
SERIAL #		
BALANCE OWED TO:		
ADDRESS:		
USED TRADE-IN ALLOWANCE:		
BALANCE OWED ON TRADE-IN:		
NET ALLOWANCE ON USED TRADE-IN:		

2nd USED CAR TRADE-IN AND/OR OTHER CREDITS

MAKE OF TRADE-IN:		
MODEL:		
COLOR:	CYLS	
YEAR	MILES	BODY
SERIAL #		
BALANCE OWED TO:		
ADDRESS:		
USED TRADE-IN ALLOWANCE:		
BALANCE OWED ON TRADE-IN:		
NET ALLOWANCE ON USED TRADE-IN:		

INSURANCE CO.

AGENT:

ADDRESS: ,

PHONE:

SALES TAX

CUSTOMER PAYS ALL TAXES ..... ☒

CUSTOMER FINANCES TAXES ..... ☐

EVERETT FORD PAYS STATE TAXES IN THE AMOUNT OF:
SALES TAXES PAID ARE STATE TAX ONLY!
DOES NOT INCLUDE LOCAL TAXES OR REGISTRATION FEES

SALES CONDITIONS

In compliance with the Federal law pertaining to the truth in lending, I hereby authorize Everett Ford to check my credit and employment history and submit application to any bank or finance company authorized to do business in Arkansas. "Buyers rights to possession of the vehicle described herein is conditioned upon execution of a contract by Everett Ford and Buyer and upon approval and acceptance of such contracts by the provider of the Buyers Financing." APPLIES TO FINANCED PURCHASES ONLY

"Where character and reputation do make a difference"

Signature

Purchaser agrees that this Order includes all of the terms and conditions hereof, that this Order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of agreement relating to the subject matters covered hereby, and that *THIS ORDER SHALL NOT BECOME BINDING UNTIL ACCEPTED BY DEALER OR HIS AUTHORIZED REPRESENTATIVE.* Purchaser by his execution of this Order acknowledges that he/she has read its terms and conditions and has received a true copy of this Order.

PURCHASER'S SIGNATURE — DATE 02/14/2023

ACCEPTED BY BWell — DEALER AUTHORIZED REPRESENTATIVE

EXHIBIT

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