

CITY OF BRACKETTVILLE
RESOLUTION # 2024-12-03 TR

A RESOLUTION OF THE CITY OF BRACKETTVILLE, TEXAS APPROVING THE PURCHASE OF THREE VEHICLES FOR USE BY THE CITY'S MAINTENANCE DEPARTMENT; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on January 9, 2024, the City Council of the City of Brackettville, Texas approved the purchase of three Ford trucks for use by the City's maintenance department after being presented with several quotes; and

WHEREAS, the City Council finds that the purchase of these Ford trucks are in the public interest as they will allow for the repair and maintenance of public infrastructure, thereby providing for the health and safety of the citizens of Brackettville.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRACKETTVILLE, TEXAS:

SECTION 1. That the City Council of the City of Brackettville, Texas approves the purchase of the vehicles listed in the Master Equipment Lease Purchase Agreement, attached hereto as Exhibit A.

SECTION 2. That the City Council hereby authorizes the Mayor and City Administrator to execute the Master Equipment Lease Purchase Agreement and any other documents necessary for the foregoing purchases.

SECTION 3. That the meeting at which this Resolution is passed is open to the public as required by law, and public notice of the time, place and purpose of this meeting was given as required by the Texas Government Code

SECTION 4. If any terms or provisions of this Resolution are found to be invalid for any reason, such partial invalidity shall not affect the remainder of this Resolution.

SECTION 5. This Resolution shall take effect immediately from and after the date of passage.

READ, PASSED, AND APPROVED ON FIRST READING, this 12th day of MARCH, 2024.



ERIC J. MARTINEZ, Mayor

ATTEST:

A handwritten signature in blue ink, reading "Nora Rivas", written over a horizontal line.

NORA RIVAS, City Administrator

EXHIBIT A

[Master Equipment Lease Purchase Agreement]

ANCIRA FORD
501 10TH ST
FLORESVILLE, TX 78114
830-216-4040

FLO-FI

RETAIL PURCHASE AGREEMENT

CUST#: 1011539

Deal Number: 75332

Purchaser's Name(s): CITY OF BRACKETTVILLE

Date: 02/23/2024

Address: 119 W SPRING ST BRACKETTVILLE, TX 78832

County: KINNEY

Telephone (1): 830-563-2412

Telephone (2): 830-563-2412

DOB:

E-mail: NRIVAS@BRACKETTVILLETX.GOV

D.L./State I.D.#:

Issuing State:

Exp. Date:

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 Odometer Mileage Statement for full disclosure.

YEAR 2023	MAKE FORD	MODEL F350	COLOR WHITE	STOCK NO. XD31256
VIN/SERIAL NO. 1FT8W3BT1PED31256		ODOMETER READING ☐ Not Accurate 182		SALESPERSON WARREN WHITLEY
THE VEHICLE IS: ☒ NEW ☐ USED		PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ RENTAL ☐ 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. All warranties, if any, 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 related goods and services.				
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. <u>Traducción española: Vea el dorso.</u>				
☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
TRADE-IN VEHICLE INFORMATION				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A		Odometer Reading: ☐ Not Accurate N/A		
Trade-In Allowance: N/A		Balance Owed & Lienholder: N/A		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION ☐ IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.				
*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. <u>Traducción española: Vea el dorso.</u>				
CASH PRICE OF VEHICLE			68662.25	
OPTIONAL ACCESSORIES: ☐ See attached Addendum Sticker			N/A N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
N/A			N/A	
TOTAL SELLING PRICE			68662.25	
LESS: TRADE-IN ALLOWANCE			N/A	
N/A			N/A	
SUBTOTAL			68662.25	
N/A			N/A	
SALES TAX			N/A	
DEALER'S INVENTORY TAX			117.62	
ROAD AND BRIDGE FEE / P&H / TEMP TAG FEE			19.75	
DOCUMENTARY FEE *			N/A	
STATE INSPECTION FEE			23.75	
DEPUTY SERVICE FEE			N/A	
LICENSE FEE			119.00	
TITLE FEE			33.00	
N/A			N/A	
N/A			N/A	
TOTAL DUE			68975.37	
☐ DEPOSIT/ ☐ DOWN PAYMENT If Deposit, see Deposit Receipt			N/A	
LESS CASH DUE AT DELIVERY			N/A	
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)			68975.37	

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement 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

Accepted by Authorized Dealership Representative

Purchaser
DealerCAP

CATALOG #8963171
55777*1*FI

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ANCIRA FORD

501 10TH ST
FLORESVILLE, TX 78114
830-216-4040

FLO-FI

RETAIL PURCHASE AGREEMENT

CUST#: 1011539

Deal Number: 75334

Purchaser's Name(s): CITY OF BRACKETTVILLE

Date: 02/23/2024

Address: 119 W SPRING ST BRACKETTVILLE, TX 78832

County: KINNEY

Telephone (1): 830-563-2412

Telephone (2): 830-563-2412

DOB:

E-mail: NRIVAS@BRACKETTVILLETX.GOV

D.L./State I.D.#:

Issuing State:

Exp. Date:

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 Odometer Mileage Statement for full disclosure.

YEAR 2024	MAKE FORD	MODEL F350	COLOR WHITE	STOCK NO. YC39428
VIN/SERIAL NO. 1FT8W3BT0REC39428		ODOMETER READING ☐ Not Accurate 24	SALESPERSON WARREN WHITLEY	
THE VEHICLE IS: ☒ NEW ☐ USED		PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ RENTAL ☐ 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. All warranties, if any, 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 related goods and services.			CASH PRICE OF VEHICLE 70392.25	
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. <u>Traducción española: Vea el dorso.</u> ☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.			OPTIONAL ACCESSORIES: ☐ See attached Addendum Sticker N/A N/A N/A N/A N/A N/A N/A N/A N/A N/A	
TRADE-IN VEHICLE INFORMATION			TOTAL SELLING PRICE 70392.25	
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A	Odometer Reading: ☐ Not Accurate N/A			
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS			LESS: TRADE-IN ALLOWANCE N/A	
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION			SUBTOTAL 70392.25	
☐ IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT			SALES TAX N/A	
Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.			DEALER'S INVENTORY TAX 120.58	
*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. <u>Traducción española: Vea el dorso.</u>			ROAD AND BRIDGE FEE / P&H / TEMP TAG FEE 19.75	
			DOCUMENTARY FEE * N/A	
			STATE INSPECTION FEE 23.75	
			DEPUTY SERVICE FEE N/A	
			LICENSE FEE 119.00	
			TITLE FEE 33.00	
			N/A N/A	
			N/A N/A	
			TOTAL DUE 70708.33	
			☐ DEPOSIT/ ☐ DOWN PAYMENT If Deposit, see Deposit Receipt N/A	
			LESS CASH DUE AT DELIVERY N/A	
			AMOUNT TO BE FINANCED (See Paragraphs 12 and 17) 70708.33	

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement 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

Accepted by Authorized Dealership Representative

Purchaser

DealerCAP

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ANCIRA FORD
501 10TH ST
FLORESVILLE, TX 78114
830-216-4040

FLO-FI

RETAIL PURCHASE AGREEMENT

CUST#: 1011539

Deal Number: 75333

Purchaser's Name(s): CITY OF BRACKETTVILLE

Date: 02/23/2024

Address: 119 W SPRING ST BRACKETTVILLE, TX 78832

County: KINNEY

Telephone (1): 830-563-2412

Telephone (2): 830-563-2412

DOB:

E-mail: NRIVAS@BRACKETTVILLETX.GOV

D.L./State I.D.#:

Issuing State:

Exp. Date:

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YEAR 2023	MAKE FORD	MODEL F250	COLOR WHITE	STOCK NO. XC32844
VIN/SERIAL NO. 1FTBF2BA7PEC32844		ODOMETER READING ☐ Not Accurate 56		SALESPERSON WARREN WHITLEY
THE VEHICLE IS: ☐ NEW ☐ USED		PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ FACTORY OFFICIAL/EXECUTIVE ☐ RENTAL ☐ 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. All warranties, if any, 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 related goods and services.				
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. <u>Traducción española: Vea el dorso.</u>				
☐ Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
TRADE-IN VEHICLE INFORMATION				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A		Odometer Reading: ☐ Not Accurate N/A		
Trade-In Allowance: N/A		Balance Owed & Lienholder: N/A		
OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS				
☐ IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
☐ IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
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CASH PRICE OF VEHICLE			48305.25	
OPTIONAL ACCESSORIES: ☐ See attached Addendum Sticker			13357.00 N/A	
READING UTILITY SERVICE BODY			13357.00	
N/A			N/A	
N/A			N/A	
N/A			N/A	
TOTAL SELLING PRICE			61662.25	
LESS: TRADE-IN ALLOWANCE			N/A	
N/A			N/A	
SUBTOTAL			61662.25	
N/A			N/A	
SALES TAX			N/A	
DEALER'S INVENTORY TAX			105.63	
ROAD AND BRIDGE FEE / P & H / TEMP TAG FEE			19.75	
DOCUMENTARY FEE *			N/A	
STATE INSPECTION FEE			23.75	
DEPUTY SERVICE FEE			N/A	
LICENSE FEE			207.00	
TITLE FEE			33.00	
N/A			N/A	
N/A			N/A	
TOTAL DUE			62051.38	
☐ DEPOSIT/ ☐ DOWN PAYMENT If Deposit, see Deposit Receipt			N/A	
LESS CASH DUE AT DELIVERY			N/A	
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)			62051.38	

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement 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

Accepted by Authorized Dealership Representative

Purchaser

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