



City of Ketchum

September 6, 2022

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Recommendation to Approve Purchase Order #22125 for  
Used Ford F150 Truck from Karl Malone Ford**

Recommendation and Summary

Staff recommends approval of Purchase Order #22125 to procure a local used Ford F150 truck for the Community Service Officer team. The work group currently only has one vehicle between the three employees.

**"I move approval of Purchase Order #22125 to procure one used Ford F150 truck from Karl Malone Ford."**

The reason for the recommendation:

- A second vehicle will allow for the team to cover multiple areas of town during the same shift.
- Calls for service (construction site complaints, zoning code enforcement, weeds, etc.) from residents have increased
- Consistent parking enforcement and LPR data collection is vital to a successful parking management program

Sustainability impact

The team searched for used hybrid or electric vehicles with similar mileage and cost range but none were located.

Financial Impact

Adequate funds exist (\$32,000) in the General Fund budget to support this equipment purchase.

Attachments:

Purchase Order #22125



**CITY OF KETCHUM**  
 PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

**PURCHASE ORDER**  
 BUDGETED ITEM? \_\_\_ Yes \_\_\_ No

**PURCHASE ORDER - NUMBER: 22125**

<b>To:</b> 5874 KARL MALONE FORD HAILEY 920 S MAIN ST HAILEY ID 83333	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
08/23/2022	bancona	bancona		0	

Quantity	Description	Unit Price	Total
1.00	F-150 CSO TRUCK 03-4210-7140	500.00	500.00
1.00	F-150 CSO TRUCK PURCHASE 03-4210-7140	31,500.00	31,500.00
SHIPPING & HANDLING			0.00
TOTAL PO AMOUNT			32,000.00

\_\_\_\_\_  
 Authorized Signature

www.ford.com KetchumIdaho.org

KARL MALONE FORD HAILEY  
920 S MAIN ST  
HAILEY ID 83333  
208-788-2216

CUST# 11621

### RETAIL PURCHASE AGREEMENT [MOTOR VEHICLE PURCHASE CONTRACT]

Deal #: 11621

Purchaser's Name(s): CITY OF KETCHUM Date: 08/23/2022

Address: PO BOX 2315 KETCHUM, ID 83340 County:

Telephone (1): 208-726-3841 Telephone (2): DOB:

E-Mail: 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 Federal Mileage Statement for full disclosure.

YEAR 2018	MAKE FORD	MODEL F150 PU	COLOR WHITE	STOCK NO. H1121
VIN/SERIAL NO. 1FTEX1E17JFD87587		ODOMETER READING <input type="checkbox"/> Not Accurate 82584		SALESPERSON JESSE SPENCE
THE VEHICLE IS: <input type="checkbox"/> NEW <input checked="" type="checkbox"/> USED <input type="checkbox"/> CONSIGNMENT		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> EXECUTIVE/OFFICIAL (Pre-Driven) <input type="checkbox"/> RENTAL <input type="checkbox"/> PRIOR LEASE <input type="checkbox"/> OTHER		

WARRANTY STATEMENT		CASH PRICE OF VEHICLE	31495.00
<p>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. <b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> 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. <b>Traducción española: Veá Párrafo 13.</b></p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing the attached Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		DEALER DOCUMENTATION FEE*	399.00
		TOTAL SELLING PRICE	31894.00

TRADE-IN VEHICLE INFORMATION			
Year:	Make:	Model:	Color:
N/A	N/A	N/A	N/A
VIN/Serial No:	Odometer Reading:		
N/A	<input type="checkbox"/> Not Accurate N/A		
Trade-In Allowance:	Balance Owed & Lienholder:		
N/A	N/A N/A		

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS		TITLE FEE	N/A
<p><input type="checkbox"/> PLEASE SEE THE DELIVERY CONFIRMATION</p> <p>**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 _____ days.</p> <p>X _____</p> <p><input type="checkbox"/> Please see the Conditional (Spot) Delivery Agreement and Paragraph 16.</p> <p><b>YOU AND THE DEALER HAVE AGREED THAT THE MOTOR VEHICLE WILL BE DELIVERED TO YOU PRIOR TO THE PURCHASE. IF FINANCING CANNOT BE ARRANGED ON THE TERMS AND WITHIN THE TIME PERIOD AGREED UPON IN THE MOTOR VEHICLE PURCHASE CONTRACT, THE CONTRACT IS NULL AND VOID.</b></p>		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		N/A	N/A
		TOTAL DUE	31894.00
		DEPOSIT/DOWN PAYMENT**	500.00
		N/A	N/A
		LESS NET TRADE DIFFERENCE	N/A
		LESS CASH DUE AT DELIVERY	N/A
		AMOUNT TO BE FINANCED (See Paragraphs 12 and 16)	31394.00

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 \_\_\_\_\_ 08/23/2022 Accepted by Authorized Dealership Representative \_\_\_\_\_ 08/23/2022

Purchaser \_\_\_\_\_ N/A 87392\*1\*KMI-FI

## ADDITIONAL AGREEMENTS BETWEEN THE DEALERSHIP AND PURCHASER(S)

Initial

1. **Terms Used In This Agreement:** This Retail Purchase Agreement contains the following words and phrases that appear throughout this Agreement and have particular meanings:
  - **Agreement, Contract, Motor Vehicle Purchase Contract** - Means all of the pages of this Retail Purchase Agreement together with any documents incorporated into this Agreement by reference, whether such reference is made in this Agreement or in the document itself.
  - **You, Your** - Means the Purchaser(s) identified in this Agreement.
  - **We, Us, Our** - Means the Dealership that is identified in this Agreement and its Authorized Representatives.
  - **Manufacturer** - Means the company that manufactured the Vehicle.
  - **Vehicle** - Means the Vehicle that you are purchasing from us as described in this Agreement.
  - **Trade-In Vehicle** - Means the vehicle you are delivering to us as part of this transaction as identified in this Agreement.
2. **Our Right to Increase the Price:** We may increase the price of the Vehicle after we accept this Agreement if the Trade-In Vehicle is reappraised, new required or optional equipment is added, revaluation of the United States dollar (in the case of foreign-made vehicles or components), or an increase in transportation charges due to increased rates imposed by a carrier. If the price is increased, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
3. **Manufacturer's Design Changes:** In the event the Manufacturer changes or modifies the design of or any part or accessory of the Vehicle after your order for the Vehicle has been entered by us, you will not have any claim or right against us if the Vehicle does not contain such changes or modifications, nor shall we be required to effect such changes or modifications to the Vehicle.
4. **Your Representations and Warranties:** You represent, warrant and affirm to us that (a) You are not purchasing a new Vehicle for resale or export within the period beginning on the date the Vehicle title is issued to you and ending on the date one (1) year thereafter. You confirm that we are relying on this representation and agree that we would not sell the Vehicle to you without this representation. If we are required by the Manufacturer to forfeit or repay any manufacturer incentives, allowance and/or special pricing, or if we suffer any loss or harm as a result of your breach of this provision, you agree to indemnify and hold us harmless from any such cost, loss or harm suffered as a result of or arising because of your breach; (b) the Deposit/Down Payment and any amounts due to us have been paid in full, any check or other payment instrument given to us or any electronic payment you make will be honored, and that no part of the Deposit/Down Payment has been loaned to you by us or any third party; (c) all statements made by you in this Agreement and any other documents completed in connection with this transaction are true and correct; and (d) you are who you have represented yourself to be and you have purchased the Vehicle for your own use and not on behalf of another person, unless you have disclosed otherwise to us.
5. **Your Representations Regarding the Trade-In Vehicle:** Any Trade-In Vehicle delivered by you to us in connection with this transaction shall be accompanied by a Certificate of Title or documents sufficient to enable us to obtain a Certificate of Title to the Trade-In Vehicle in accordance with applicable state law. You warrant that the Trade-In Vehicle delivered to us is properly titled to you, has never been titled as or declared a total loss, salvage, junk, reconstructed, rebuilt, flood, lemon buyback vehicle, or any other title brand; that you have the right to sell or otherwise convey such Trade-In Vehicle; that such Trade-In Vehicle is free and clear of liens or encumbrances, except as may be noted in this Agreement; that all emission control equipment is on the Trade-In Vehicle and appears properly connected and undamaged; that you have accurately disclosed any information known to you regarding prior use of the vehicle, prior damage, paint work, modifications and any mechanical defects; and, unless you have told us otherwise, that you have not removed equipment from the Trade-In Vehicle subsequent to our appraisal, that the odometer reading shown is accurate, and all airbags in the vehicle are of original equipment and have never been deployed or disconnected.
6. **Trade-In Vehicle Payoff:** If you are delivering a Trade-In Vehicle in connection with this transaction and the actual amount of the Balance Owed on the Trade-In Vehicle is greater than the amount of the Balance Owed as listed in this Agreement, you agree to pay the difference to us. If the actual amount of the Balance Owed is less than the amount listed, we will pay or credit the difference to you.
7. **Our Appraisal of Your Trade-In Vehicle:** If you are delivering a Trade-In Vehicle to us in connection with this transaction and the delivery will not be made until delivery of the Vehicle being purchased, we shall have the right to reappraise your Trade-In Vehicle at the time of delivery. You understand that we may renegotiate the amount of the Trade-In Allowance for the Trade-In Vehicle if (i) you fail to disclose that the Certificate of Title to the Trade-In Vehicle has been branded for any reason; (ii) the Trade-In Vehicle incurs substantial physical damage or latent mechanical defects arise before we take possession of the vehicle that could not have been reasonably discovered at the time this Agreement was completed; (iii) the odometer reading reflects the addition of five hundred (500) miles or more between the time the vehicle was first appraised by us for purposes of determining the Trade-In Allowance and the time of actual delivery of the Trade-In Vehicle to us; or (iv) there is a discrepancy between the signed Odometer Statement and the mileage reflected on the Trade In Vehicle's odometer or the actual mileage on the Trade-In Vehicle. If you are dissatisfied with the reappraisal, you may cancel this Agreement with full refund of any Deposit/Down Payment, provided that the cancellation occurs prior to you taking delivery of the purchased Vehicle.
8. **Remedies Upon Cancellation:** You agree that we are not liable for any damages resulting from our failure to deliver the Vehicle if the failure is caused by the manufacturer, an accident, fire, act of nature or any other causes beyond our control. This Agreement may be renegotiated or cancelled (with full refund of any Deposit/Down Payment) if the Vehicle is not delivered to you on the date specified or pursuant to Paragraphs 2 or 7. If you have delivered a Trade-In Vehicle to us, the Trade-In Vehicle will be returned to you if we have not already sold it. If we have already sold the Trade-In Vehicle, we will refund the agreed upon Trade-In Allowance. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder. We may keep any portion of the amount you have paid to us as a Deposit/Down Payment and any Trade-In Allowance we owe to you to offset against the amount you owe us. If the actual amount you owe to us is greater than the amount of the Deposit/Down Payment, you agree to pay the difference to us. If the actual amount you owe is less than the amount of the Deposit/Down Payment, we will pay the difference to you. You are responsible for paying the cost of repairing any damage and any other losses, liabilities, damages, claims, costs and expenses arising out of your use, possession and control of the Vehicle.
9. **Purchaser's Default and Dealership's Remedies:** In the event you have agreed to pay the Amount to be Financed in cash or financing is being obtained by you through a credit source of your choice and we do not receive the Amount to be Financed from you at the time of delivery of the Vehicle or on the date promised in this Agreement, you fail to perform any of your other obligations under this Agreement, or you breach any representation or warranty made by you to us, we shall be permitted, at our sole discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (if permitted by law): (1) cancel this Retail Purchase Agreement; (2) repossess the Vehicle without notice; (3) rescind the sales transaction; (4) seek collection for amounts due; (5) retain any cash down payment made by you; and/or (6) if you have delivered a Trade-In Vehicle as part of the consideration for your purchase of the Vehicle from us, to sell such Trade-In Vehicle and reimburse the Dealership out of the proceeds of such sale for any reasonable expenses incurred in connection with preparing and offering the Trade-In Vehicle for sale and any actual damages suffered by us as a result of your default. Regardless of whether we return the Trade-In Vehicle or have already sold it, you shall be responsible for paying to us the Balance Owed on the Trade-In Vehicle if we have paid the Balance Owed to the Lienholder and for any reasonable expenses incurred by us in connection with preparing or reconditioning the Trade-In Vehicle for sale. Any remedies in this Paragraph 9 shall be in addition to, and not in lieu of, any other remedies available under the Retail Purchase Agreement or at law or equity. Any waiver of all or part of a remedy hereunder is not a continuing waiver. If the actual amount you owe to us is greater than the amount of the down payment and/or proceeds from the sale of your Trade-In Vehicle, you agree to pay the difference to us upon demand and if the actual amount you owe is less, then we will pay the difference to you.
10. **Security Agreement:** Purchaser hereby grants the Dealership, its successors and assigns, a security interest in the Vehicle, equipment and accessories installed in or purchased pursuant hereto, and the Dealership shall have a lien on the Vehicle and all rights of a secured party under applicable state law until the Dealership has been paid in full. This security interest is separate from, but subordinate to, any interest granted to a third-party lender that provides financing for this transaction.
11. **Other Products and Services:** The Dealership offers its customers goods and services from various suppliers. The amounts charged to customers for such goods or services may be greater than the Dealership's cost, and/or the Dealership may receive a commission or other payment in connection with such sale. You are not required to purchase any other goods or services from us, nor are you required to finance the Amount to be Financed under this Agreement with a particular lending source. In the event this Agreement includes a charge for other goods or services for which you must complete an application for coverage, and for any reason such coverage cannot be provided, you will receive a credit for the amount charged. If the cost of other goods or services was included in the amount to be financed in connection with this transaction, then this credit will be applied to the outstanding balance you owe to the Lender.
12. **Dealer Assisted Financing:** If we assist you to obtain financing for this transaction, the Annual Percentage Rate may be negotiated with us and we may receive a fee, commission or other compensation from the Lender. We do not make any representations or warranties regarding whether you obtained the best rate or could have obtained a better rate from us or a third party.
13. **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. **SPANISH TRANSLATION: Guía para compradores de vehículos usados. La información que aparece en la ventanilla de este vehículo forma parte de este contrato. La información contenida en el formulario de la ventanilla anula cualquier provisión que establezca lo contrario y que aparezca en el contrato de venta.**
14. **GOVERNING LAW: THE TERMS AND CONDITIONS OF THIS AGREEMENT (INCLUDING ANY DOCUMENTS WHICH ARE A PART OF THIS TRANSACTION OR INCORPORATED HEREIN BY REFERENCE) AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF IDAHO.**
15. **LIMIT ON DAMAGES: TO THE EXTENT PERMITTED BY IDAHO LAW, PURCHASER EXPRESSLY WAIVES AND SHALL NOT BE ENTITLED TO RECOVER FROM THE DEALERSHIP ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF PROFITS OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.**
16. **CONDITIONAL DELIVERY AGREEMENT/LIMITED RIGHT TO CANCEL:** You may secure financing for this transaction through us or a financial institution of your choice. If you have elected to secure financing through us, the provisions of the Conditional (Spot) Delivery Agreement/Limited Right to Cancel will apply. This Agreement is void if: (1) you provide false or incomplete information regarding your creditworthiness; (2) your credit application is not approved by a financing source; or (3) your purchase is subject to cancellation pursuant to the Conditional (Spot) Delivery Agreement/Limited Right to Cancel.
17. **Entire Agreement and Signing Other Documents:** This Agreement and any documents which are part of this transaction or incorporated herein by reference comprise the entire agreement affecting this transaction. No other agreement or understanding of any nature has been made or will be recognized. You agree to sign any and all documents necessary to complete the terms of this transaction.

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